

Table of Contents

Agenda	3
Proposed amendment to Section 4.12.020 of the Code of the City of Wichita providing for temporary permits to sell cereal malt beverage for consumption on the premises of a special event.	
Agenda Report IV-1.	10
Delineated Ordinance.	11
Ordinance No. 49-002.	14
Wichita Ice Center Capital Improvement Program. (District IV)	
Agenda Report No. IV-2.	16
Bonding Resolution No. 11-106.	17
Petition to construct a lateral sanitary sewer for an area east of Meridian, north of 53rd Street North. (District VI)	
Agenda Report No. IV-3.	18
Resolution No. 11-107	19
Petition, Map, and CIP	21
Petition to pave 36th Street North, from Arkansas Avenue to a turnaround east of Agnes. (District VI)	
Agenda Report No. IV-4.	28
Map, cip petition 36th st. north	29
Resolution No. 11-108	39
Preliminary Estimates. (See Attached)	
Preliminary Estimates.	42
Community Events – Battle at the Big Corner. (District V)	
Agenda Report II-4a	43
Community Events – Kidzcope A Walk to Remember. (Districts I, IV and VI)	
Agenda Report No. II-4b	44
Agreement for Design Services for Water, Storm Water Sewer, and Paving Improvements in Greenwich Office Park 2nd Addition, north of 13th Street, west of Greenwich. (District II)	
Agenda Report No. II-5a	45
Supplemental Agreement No. 2 for Design services for 135th Street West Improvement, between 13th Street North and 21st Street North.(District V)	
Agenda Report No. II-6a and SA No. 2	53
Exhibit C	56
Change Order No. 1 - Golden Prairie Transmission Main.	
Agenda Report No. II-7a and Change order	59
Community Events - 2011 Wichita River Festival. (Districts I, III, IV and VI)	
Agenda Report No. II-9	62
Certificate of Insurance	63
City License Report.	64
Street Closing Mailer and Street Closings	86

Purchase Option, YMCA. (District IV)	
Agenda Report No. II-10	96
Bill of Sale.	97
Deed	100
Resolution.	103
Notice of Intent to Use Debt Financing, Articulated Wheel Loader Equipment.	
Agenda Report No. II-11	107
Resolution No. 11-105	108
Purchase Vendor support for E*Justice Software upgrade.	
Agenda Report No. II-12	109
List of Second Reading Ordinances. (See Attached)	
Second Reading Ordinances	111
*DED2011-02 and DED2011-03, Dedication of Right-of-Way and Dedication of a sidewalk easement located at the northeast corner of the intersection of 18th Street North and Market Street. (District VI)	
Agenda Report No. II-14	112
Dedication of ROW and Sidewalk Easement	115
*Passenger Boarding Bridge Infrastructure Engineering - Wichita Mid-Continent Airport.	
Agenda Report No. II-15	117
Contract, Exhibit A, Scope of Services, and Exhibit D	119
*Taxiway H and H1 West Site Development - Wichita Mid- Continent Airport.	
Agenda Report No. II-16	139
Supplemental Agreement No. 1 and Exhibits.	140
*Articulated Wheel Loader Equipment Acquisition - Wichita Mid- Continent Airport.	
Agenda Report No. II-17	149
*HNTB Supplemental Agreement No. 14 - Wichita Mid- Continent Airport.	
Agenda Report No. II-18	150
Supplemental Agreement.	152

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 3, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on April 26, 2011

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Motorcycle Awareness Month
 - Bike Month
 - National Travel and Tourism Week
- Award:
 - Sister Cities/Cancun Student Ambassadors

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. OmPal Chauhan - Copper theft, a continuing issue and a recommendation to review the ordinance.

II. CONSENT AGENDAS

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Proposed amendment to Section 4.12.020 of the Code of the City of Wichita providing for temporary permits to sell cereal malt beverage for consumption on the premises of a special event.

RECOMMENDED ACTION: Adopt the ordinance and place it on first reading.

2. Wichita Ice Center Capital Improvement Program. (District IV)

RECOMMENDED ACTION: Approve and authorize the CIP Bonding Resolution.

3. Petition to construct a lateral sanitary sewer for an area east of Meridian, north of 53rd Street North. (District VI)

RECOMMENDED ACTION: Approve the petition, adopt the resolution and authorize the necessary signatures.

4. Petition to pave 36th Street North, from Arkansas Avenue to a turnaround east of Agnes. (District VI)

RECOMMENDED ACTION: Approve the petition, adopt the resolution and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. *Approval of travel expenses for Council Member Jeff Longwell to attend the Hazard Mitigation, Dry Creek Detention Appeal in Washington, DC, May 11-12, 2011.*

RECOMMENDED ACTION: *Approve the expenditures.*

2. *Approval of travel expenses for Vice Mayor Lavonta Williams to attend the National League of Cities Community and Economic Development (CED) Steering Committee Meeting in Ventura, CA, May 19-22, 2011.*

RECOMMENDED ACTION: *Approve the expenditures.*

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated May 2, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption on premises)</u>
Mary T Villar	Mexico Café Delano*	555 West Douglas

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off premises)</u>
Phillip L Near	Jump Start Store #1	1535 East Pawnee

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. Community Events – Battle at the Big Corner. (District V)
b. Community Events – Kidzcope A Walk to Remember. (Districts I, IV and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:

- a. Agreement for Design Services for Water, Storm Water Sewer, and Paving Improvements in Greenwich Office Park 2nd Addition, north of 13th Street, west of Greenwich. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Supplemental Agreement No. 2 for Design services for 135th Street West Improvement, between 13th Street North and 21st Street North.(District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 1 - Golden Prairie Transmission Main.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System, March 16, 2011

Police and Fire Retirement System, March 23, 2011

Design Council, March 30, 2011

Design Council, April 6, 2011

RECOMMENDED ACTION: Receive and file.

9. Community Events - 2011 Wichita River Festival. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the licensing report and request for permit for the 2011 Wichita River Festival, as per the Memorandum of Understanding (MOU) between the City of Wichita (CITY) and Wichita Festivals, Inc., (WFI).

10. Purchase Option, YMCA. (District IV)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the YMCA South Branch and Camp Hyde property to the YMCA and authorize the necessary signatures.

11. Notice of Intent to Use Debt Financing, Articulated Wheel Loader Equipment.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

12. Purchase Vendor support for E*Justice Software upgrade.

RECOMMENDED ACTION: Approve the funding for vendor support to upgrade the E*Justice System.

13. Second Reading Ordinances: (First Read April 26, 2011)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

14. *DED2011-02 and DED2011-03, Dedication of Right-of-Way and Dedication of a sidewalk easement located at the northeast corner of the intersection of 18th Street North and Market Street. (District VI)

RECOMMENDED ACTION: Accept the Dedications.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

15. *Passenger Boarding Bridge Infrastructure Engineering - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

16. *Taxiway H and H1 West Site Development - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

17. *Articulated Wheel Loader Equipment Acquisition - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Initiate the capital project and approve the budget.

18. *HNTB Supplemental Agreement No. 14 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement, and authorize the necessary signatures.

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council Members

SUBJECT: Proposed amendment to Section 4.12.020 of the Code of the City of Wichita providing for temporary permits to sell cereal malt beverage for consumption on the premises of a special event.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance amendment creating the Cereal Malt Beverage (CMB) Special Event Retailers' Permit allowing the temporary sale of CMB for consumption on the premises of a special event.

Background: Based upon a determination in 2009 by the director of the Kansas Division of Alcohol Beverage Control that temporary permits to sell CMB at retail were not valid under state law, the City of Wichita was no longer able to issue such licenses for community events. Last fall, the City prepared proposed amendments to the applicable state statute, which allowed such temporary CMB permits. These changes were presented to the 2011 Kansas Legislature and were passed as a part of Senate Bill #80, which was signed into law on Monday, April 18, 2011. The new legislation requires minor changes in the City's CMB licensing ordinance.

Analysis: Section 4.12.020 is amended to allow for the issuance of a CMB Special Event Retailer's Permit subject to the conditions set forth in the state legislation. Specifically, the proposed amendment provides that such permits will last the duration of the special event rather than three days as provided in the City's prior ordinance, but will remain limited to four permits per calendar year per applicant. Rules for the display of the permit on the premises of the special event are added and language from Senate Bill #80, exempting a permit holder from the provisions of the state keg registration law is included. Finally, grammatical changes have been proposed to render the ordinance gender neutral.

Financial Considerations: The proposed permit fee will be \$75.

Goal Impact: Enhance the Quality of Life by allowing for a greater variety of community events. Provide Safe and Secure neighborhoods by an improved City Ordinance pertaining to the sale of CMB at community events.

Legal Considerations: The ordinance has been drafted by the Law Department and approved as to form.

Recommendation/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

Attachment: Proposed ordinance amendment.

Delineated

April 20, 2011

AN ORDINANCE AMENDING SECTION 4.12.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO LICENSES TO SELL CEREAL MALT BEVERAGE AND ESTABLISHING A SPECIAL EVENT PERMIT TO SELL CEREAL MALT BEVERAGE WITHIN THE CITY AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Section 4.12.020 of the Code of the City of Wichita, Kansas shall read as follows: **“License required; sale in manner other than provided for in license prohibited, special event retailers’ permit.**

(a) It shall be unlawful for any ~~No person to shall~~ sell any cereal malt beverage at retail within the corporate limits of the city without first having obtained in his possession for each place of business, as provided in this chapter, an unexpired or unrevoked a license from the City Treasurer as provided in this chapter. A separate license is required for each place of business or special event.

~~(a)(b)~~ No person holding a license to sell ~~only at retail~~ cereal malt beverages at retail in original and unopened containers not for consumption upon the premises; shall sell such beverages in any other manner than as provided for in such license. No person holding a license to sell cereal malt beverages for consumption on the premises shall sell cereal malt beverages for consumption off the premises.

~~(b)(c)~~ A special event ~~license~~ retailers’ permit may be issued ~~for the sale of which shall~~ allow the permit holder to offer for sale, sell and serve cereal malt beverage for consumption on

~~the licensed premises of a special event~~ unlicensed or unpermitted premises, which may be open to the public, subject to the following:

(1) ~~Such license~~ A special event retailers' permit shall be issued ~~only~~ for the day(s) named therein, and, in any duration of the special event, ~~shall not exceed three days.~~ the dates and hours of which shall be specified in the permit;

(2) ~~A special event license~~ no more than four special event retailers' permits shall ~~not~~ be issued to the same person or organization ~~more than four times~~ applicant in a ~~one-year period~~ calendar year;

(3) The permit holder shall prominently display at each event upon a poster or other device located at the entrance to the permitted premises the special event retailers' permit and the name of the person or agent on the organization holding the permit who is in charge of the event;

(4) a special event retailers' permit shall not be transferable or assignable; and

(5) a special event retailers' permit holder shall not be subject to the provisions of the beer and cereal malt beverage keg registration act, K.S.A. 41-2901 et seq. and amendments thereto.

SECTION 37. The original of Section 4.12.020 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 38. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2011.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

AN ORDINANCE AMENDING SECTION 4.12.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO LICENSES TO SELL CEREAL MALT BEVERAGE AND ESTABLISHING A SPECIAL EVENT PERMIT TO SELL CEREAL MALT BEVERAGE WITHIN THE CITY AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Section 4.12.020 of the Code of the City of Wichita, Kansas shall read as follows: **“License required; sale in manner other than provided for in license prohibited, special event retailers’ permit.**

(a) It shall be unlawful for any person to sell any cereal malt beverage at retail within the corporate limits of the city without first having obtained a license or permit from the City Treasurer as provided in this chapter. A separate license or permit is required for each place of business or special event.

(b) No person holding a license to sell cereal malt beverages at retail in original and unopened containers not for consumption upon the premises shall sell such beverages in any other manner than as provided for in such license. No person holding a license to sell cereal malt beverages for consumption on the premises shall sell cereal malt beverages for consumption off the premises.

(c) A special event retailers’ permit may be issued which shall allow the permit holder to offer for sale, sell and serve cereal malt beverage for consumption on unlicensed or unpermitted premises, which may be open to the public, subject to the following:

(1) A special event retailers’ permit shall be issued for the duration of the special event, the dates and hours of which shall be specified in the permit;

(2) no more than four special event retailers' permits shall be issued to the same applicant in a calendar year;

(3) the permit holder shall prominently display at each event upon a poster or other device located at the entrance to the permitted premises the special event retailers' permit and the name of the person or agent of the organization holding the permit who is in charge of the event;

(4) a special event retailers' permit shall not be transferable or assignable; and

(5) a special event retailers' permit holder shall not be subject to the provisions of the beer and cereal malt beverage keg registration act, K.S.A. 41-2901 *et seq.* and amendments thereto.

SECTION 37. The original of Section 4.12.020 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 38. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of May, 2011.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 3, 2011

To: Mayor and City Council

Subject: Wichita Ice Center Capital Improvement Program (District IV)

Initiated By: Department of Parks and Recreation

Agenda: New Business

Recommendation: Approve Capital Improvement Program (CIP) for Wichita Ice Center.

Background: The Wichita Ice Center facility was originally built in 1996 to fill the need for a specialized ice rink in the Wichita area. Since the facility's opening, it has offered a variety of recreation, entertainment, and special events. The facility and its staff provide public and private skating lessons, figure skating, youth and adult hockey, and leisure skating. Rink Management Services Corporation had been managing the facility since August 2006. Recently, the Parks and Recreation Department issued a Request for Proposals (RFP) for management services for the Wichita Ice Center facility and Genesis Health Club Management, LLC was selected as the management firm. This firm operates the day to day activities, performs regular maintenance, and manages capital improvements that have been planned for this facility.

Analysis: The recently approved contract with Genesis Health Club Management, LLC included \$316,000 in capital improvements that were identified for this public facility. These improvements include HVAC system upgrades, new flooring, signage, interior and exterior painting, upgrades to the locker room facilities, ice skates, and a new point of sale system that will track program revenues and attendance. The 2009-2018 Adopted CIP includes \$400,000 for Ice Rink improvements that are budgeted from 2009 through 2015. Staff is recommending initiating \$316,000 to fund obligations for these facility capital improvements. The proposed 2011-2020 CIP currently being developed by staff reflects \$316,000 for capital improvements to the Wichita Ice Center.

Financial Consideration: The proposed 2011-2020 CIP has identified \$316,000 for facility improvements and upgrades at the Wichita Ice Center facility.

Goal Impact: Approval of the funding amount will increase Quality of Life for the citizens of Wichita by providing high quality, diverse ice related activities and sports to the community.

Legal Consideration: The Law Department has reviewed and approved the Bonding Resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve and authorize the CIP Bonding Resolution.

Attachment: Bonding Resolution.

First Published in the Wichita Eagle on May 6, 2011

RESOLUTION NO. 11-106

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR LABOR, MATERIAL, AND EQUIPMENT FOR THE IMPROVEMENTS AND RENOVATIONS AT THE WICHITA ICE CENTER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment necessary for the improvement and renovation of new or existing park amenities at the Wichita Ice Center such as an air conditioning unit for the lower level and offices; new flooring for the lower level and stairs area; exterior signage; interior and exterior painting and repairs; interior doors and trim replacements; lockers, benches, ice skates, hockey netting system, lighting replacement/upgrades; video security system; and a Point-of-Sale (POS) system.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$316,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 3rd day of May, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
May 3, 2010

TO: Mayor and City Council Members

SUBJECT: Petition to construct a lateral sanitary sewer for an area east of Meridian, north of 53rd Street North (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the petition.

Background: The signatures on the petition represent 1 of 4 (25%) resident owners and 58% of the improvement district area. District VI Advisory Board sponsored an April 4, 2011, neighborhood hearing on the project. The Board voted 4-2 to recommend approval of the project.

Analysis: The project will construct a lateral sanitary sewer for a partially developed area.

Financial Considerations: Estimated project cost is \$85,000 plus a main benefit fee of \$00.05 per square foot of ownership for a total of \$90,370. The method of assessment is the square foot basis. A main benefit fee is assessed to lateral sanitary sewer improvement districts that have not previously been assessed for a sewer main. The estimated assessment to individual properties, including the main benefit fee, is \$00.84 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending a lateral sanitary sewer in a partially developed area.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, assessment roll, petition and resolution.

RESOLUTION NO. 11-107

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 130, SANITARY SEWER NO. 23 (EAST OF MERIDIAN, NORTH OF 53RD ST. NORTH) 468-84761 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 130, SANITARY SEWER NO. 23 (EAST OF MERIDIAN, NORTH OF 53RD ST. NORTH) 468-84761 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 130, Sanitary Sewer No. 23 (east of Meridian, north of 53rd St. North) 468-84761.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Eighty Five Thousand Dollars (\$85,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Five Thousand Three Hundred Seventy Dollars (\$5,370)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ANDERSON ACRES ADDITION

Lot 9 Except South 10 Feet for Street, Block C
Lot 10, Block C

LEEWOOD HEIGHTS 3RD ADDITION

Lot 1, Block 1
South 145 Feet of Lot 2, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of May, 2011.

CARL BREWER, MAYOR

ATTEST:
































KAREN SUBLETT, CITY CLERK

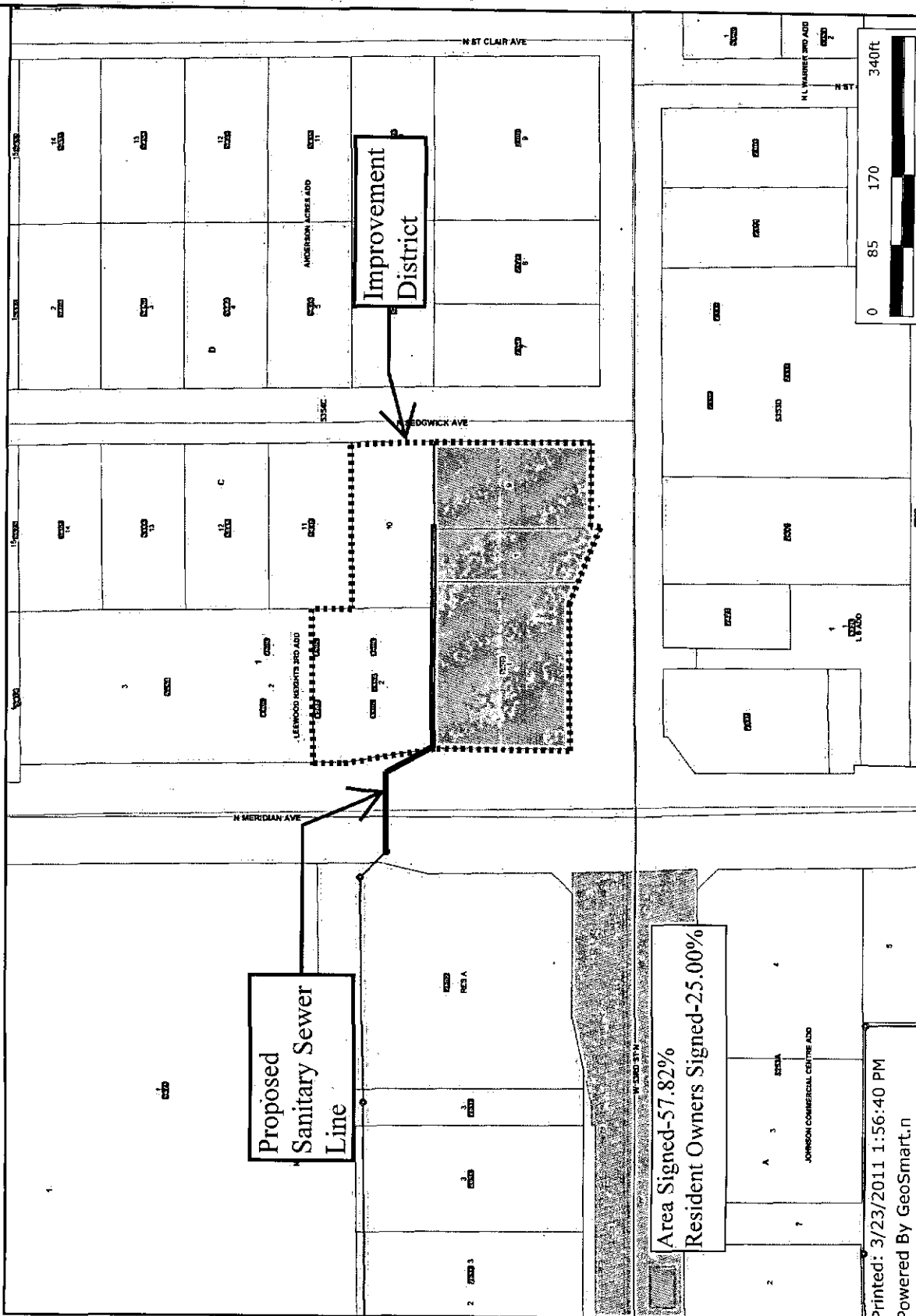
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



Label Structure Addresses	Label Address	Label SubDiv Lot Num	Label SubDiv Block Num	Label SubDiv	Sewer Manholes	Property Parcels	Sewer Flow	Sewer Lines	Roads	State Highway	US Federal Highway	Interstate	KTA	Arterial	Collector	Minor	Ramp	Quarter Section	Parks	Airports	City Limits	Andale	Bel Aire	Bentley	Cheney	Clearwater	Colwich	Derby	Eastborough	Garden Plain	Goddard	Hayesville	Kechi	Malze	Mount Hope
																																			



Printed: 3/23/2011 1:56:40 PM
Powered By GeoSmart.n



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g., Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

010118

Estimated assessments for Sanitary Sewer to serve the NE corner of 53rd St N & Meridian										04/12/11	cost	\$85,000.00		
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Main Assessment***	Total Assessment	Annual Payment**	Resident Owners	Area Rate	107401	Area Signed	Res. Own Signed	
ANDERSON ACRES ADD														
A 19197	DOMINGUEZ ADAM ATTN: ADAM DOMINGUEZ 9711 N 119TH W VALLEY CENTER KS 67135		LOT 9 EXC S 10 FT FOR ST, BLOCK C	19000	\$15,037	\$950	\$15,987	\$1,438	nr			19000	nr	
A 19198	KIRK ANTHONY B & KRISHA WHARTON 5435 N SEDGWICK ST WICHITA KS 67204		LOT 10, BLOCK C	20000	\$15,829	\$1,000	\$16,829	\$1,514	2					
LEEWOOD HEIGHTS 3RD ADD														
A 19125	LEE STEVE & CHERYL 5300 E 69TH N VALLEY CENTER KS 67147		LOT 1 EXC W 200 FT, BLOCK 1	11944	\$9,453	\$597	\$10,050	\$904	nr			11944	nr	
A 191250001	JOHNSON JAY A & BARBARA J REV LIV TR PO BOX 9250 WICHITA KS 67277	5400 N MERIDIAN AVE	W 200 FT LOT 1, BLOCK 1	31156	\$24,658	\$1,558	\$26,216	\$2,358	1			31156	1	
A 19126	RIPPEL DOUGLAS R 3527 N RIDGE RD WICHITA KS 67205	5454 N MERIDIAN AVE	S 145 FT LOT 2, BLOCK 1	25301	\$20,024	\$1,265	\$21,289	\$1,915	1					
Totals:				107401	\$85,000	\$5,370	\$90,370		4			62100	1	
Abbreviations:														
et al. = and others														
et ux. = and wife														
et vir. = and husband														
(nr = non resident)														
* Estimated assessment for the sewer lateral construction based on \$0.79 per square foot basis excluding inflation, and/or temporary financing.														
This cost does not include the Sewer Plant Equity Fee, approximately \$1350 for a residential property, or for installation of the private sewer line.														
								Area Signed		57.82%				
** Estimated Annual escrow payment based on 4% bond sale rate, and spread over 15 years								Resident Owners Signed		25.00%				
BREAKDOWN OF PROJECT COSTS														
Amount assessed to the improvement district				\$85,000										
Add: City Share for Main (0%)				\$0										
Add: Main Assessment**				\$5,370										
Total Estimated project cost				\$90,370										
*** Main Assessment is based on \$0.05 per square foot														

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 4/11/2011	4. Project Description & Location Sanitary Sewer in parts of Anderson Acres & Leewood Heights 3rd Additions
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2011	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$90,370	\$90,370
Sidewalk			
Water			
Other			
Totals		\$90,370	\$90,370
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the Petition and Adopt the Resolution			

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

58% Petition
* Sanitary Sewer Utility
Lateral 130, SS # 23
468-84761

Division Head

Department Head

Budget Officer

City Manager

Date

Date

RECEIVED

MAR 14 '11

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lateral 130,
SS #23

Anderson Acres Addition
Lot 9 Except South 10 Feet for Street, Block C
Lot 10, Block C

(EAST of
Meridian, North
of
53rd St. North)

468-84761

Leewood Heights 3rd Addition
Lot 1, Block 1
South 145 Feet of Lot 2, Block 1

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.
- (b) That the estimated and probable cost of the lateral sanitary sewer is **Eighty Five Thousand Dollars (\$85,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after **January 1, 2011**.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of **Five Thousand Three Hundred Seventy Dollars (\$5,370)**.
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this

petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

Anderson Acres Addition

LOT 9 EXC S 10 FT FOR ST, BLOCK C	DOMINGUEZ-ADAM ATTN: ADAM DOMINGUEZ <i>Adam Dominguez</i>	
LOT 10, BLOCK C	KIRK ANTHONY B & KRISHA WHARTON	

Leewood Heights 3rd Addition

LOT 1 EXC W 200 FT, BLOCK 1	LEE STEVE & CHERYL <i>Steven C Lee Cheryl Rex</i>	
W 200 FT LOT 1, BLOCK 1	JOHNSON JAY A & BARBARA J REV LIV TR <i>Jay Johnson Trustee</i> <i>Barbara Johnson Trustee</i> 12-14-10	
S 145 FT LOT 2, BLOCK 1	RIPPEL DOUGLAS R	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Shawn Mellis
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 14 day of March 2011.



Shawn Edwards
Deputy City Clerk

City of Wichita
City Council Meeting
May 3, 2010

TO: Mayor and City Council Members

SUBJECT: Petition to pave 36th Street North, from Arkansas Avenue to a turnaround east of Agnes (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

.....

Recommendation: Approve the petition.

Background: The signatures on the petition represent 13 of 25 (52%) resident owners and 45.68% of the improvement district area. District VI Advisory Board sponsored an April 4, 2011 neighborhood hearing on the project. A motion to recommend approval of the petition failed by a vote of 3-3.

Analysis: The project will provide paved access to a developed residential area.

Financial Considerations: Estimated project cost is \$235,000 with \$207,688 assessed to the improvement district and \$27,332 paid by the City-at-large. The City share is for paving the intersection of 36th and Agnes. Funding for the City share is included in the Capital Improvement Program. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.44 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by paving a street in a developed residential area.

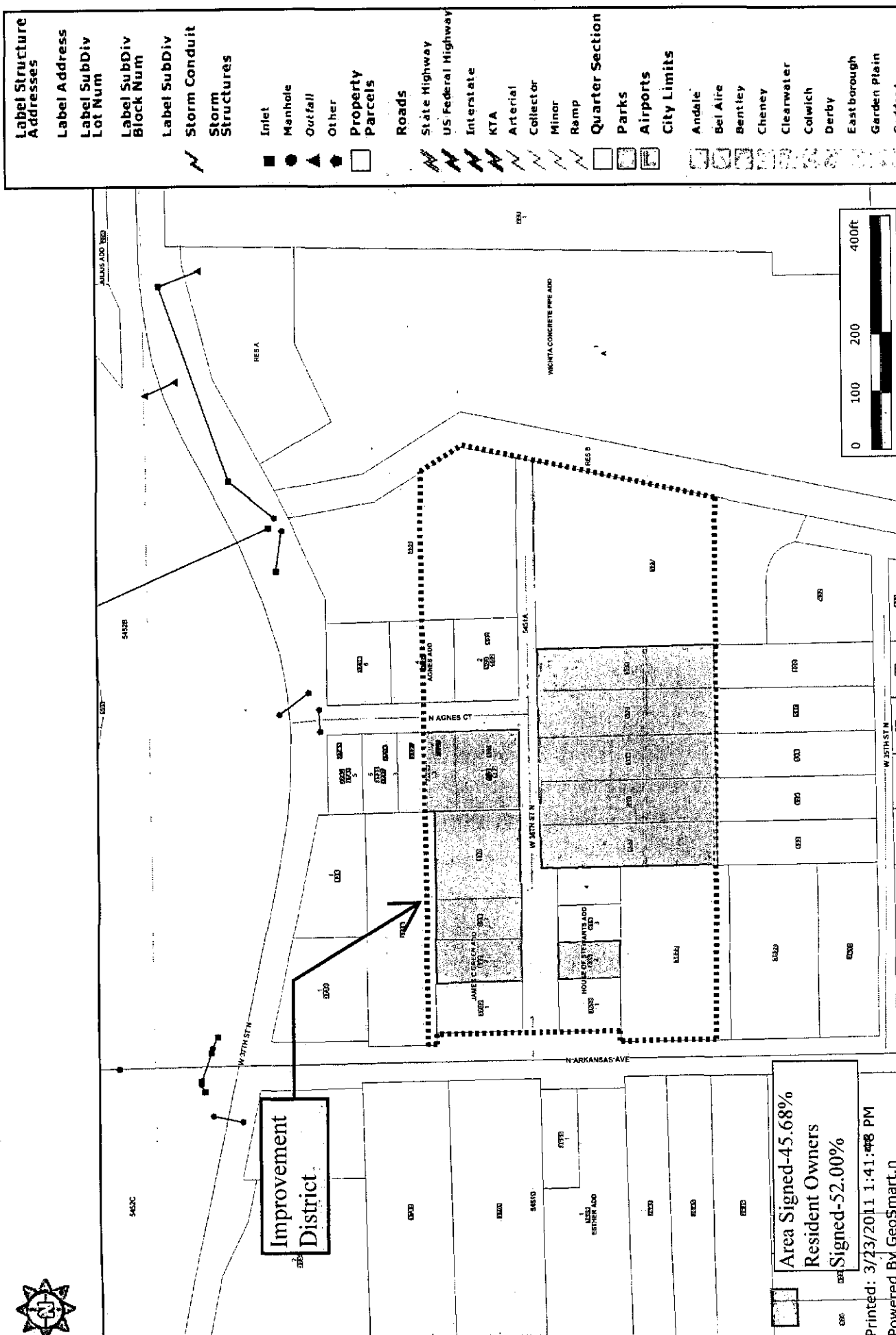
Legal Considerations: The Law Department has approved the petition and resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, assessment roll, petition and resolution.

Estimated assessments for paving 36th St N, East of Arkansas										04/11/11	cost
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveway Assessment**	Total Assessment	Annual Payment**	Resident Owners	area rate	
AGNES ADD											
A 13473	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN_TRUSTEES 13020 KILLENWOOD WICHITA KS 67230	522 W 36TH ST N	LOT 1	15000	\$6,671	\$1,600	\$8,271	\$609	1		
A 13474	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN_TRUSTEES 13020 KILLENWOOD WICHITA KS 67230	3725 N AGNES CT	S 1/2 LOT 3	7500	\$3,335	\$0	\$3,335	\$245	repeat		
A 13477	SANDERS GREG R & MARGARET A 3029 W 18TH ST N WICHITA KS 67203	502 W 36TH ST N	LOT 2	15000	\$6,671	\$1,600	\$8,271	\$609	2		
A 13478	GEORGE RICHARD I 6110 E 11TH ST N WICHITA KS 67208	3726 N AGNES CT	S 1/2 LOT 4	7500	\$3,335	\$0	\$3,335	\$245	1		
HOUSE OF STEWARTS ADD											
A 15947	STEWART KENNETH S FAMILY TRUST 3821 BRITTAN GLADE TRAIL SNELLVILLE GA 30039	3658 N ARKANSAS AVE	LOT 1	9264	\$4,120	\$1,600	\$5,720	\$421	nr		
A 15948	SIMON NATHAN J 13811 W 105TH ST N SEDGWICK KS 67135	629 W 36TH ST N	LOT 2	6448	\$2,868	\$1,600	\$4,468	\$329	nr		
A 15949	WILLE GERALDINE K	619 W 36TH ST N	LOT 3	6448	\$2,868	\$1,600	\$4,468	\$329	1		
A 15950	WILLE GERALDINE K 619 W 36TH N WICHITA KS 67204		LOT 4	6448	\$2,868	\$1,600	\$4,468	\$329	repeat		
JAMES C GREEN ADD											
A 16872	ROBINSON RHONDA	3702 N ARKANSAS AVE	LOT 1	12686	\$5,642	\$1,600	\$7,242	\$533	1		
A 16873	GONZALEZ, MAURO ETAL	628 W 36TH ST N	LOT 2	10260	\$4,563	\$1,600	\$6,163	\$453	2		
A 16874	BARGDILL KEVIN 321 CLINTON AVE HAYSVILLE KS 67060	618 W 36TH ST N	LOT 3	10260	\$4,563	\$1,600	\$6,163	\$453	nr		
UNPLATED TRACTS											
A 0003900UP	RATNER MARGARET E & CLIFF W ATTN: M. M. RATNER	330 W 36TH ST N	S 162 FT of a Tract Described as: BEG 752.84 FT E SW COR N1/2 NW1/4 NE1/4 E TO CEN CREEK NLY TO CEN MILLRACE NLY TO W LI WACO S TO BEG EXC .11A FLDY CC A-41035 & EXC RELOCATED 37TH ST N SEC 32-26-1E	36371	\$16,175	\$1,600	\$17,775	\$1,308	2		
A 0013400UP	EHALL JAMES N & JUNE L	327 W 36TH ST N	N 300.05 FT of a Tract Described as: BEG 700 FT E & 335 1/2 FT N SW COR NW1/4 NE1/4 N TO S LI BRIDGEWATER ADD E TO CEN CRK SWLY TO PT E OF BEG W TO BEG SEC 32-26-1E	69659	\$30,979	\$1,600	\$32,579	\$2,397	2		
A 0013700UP	ZIMMERMAN NELLIE M ETAL	3622 N ARKANSAS AVE	W 325.07 FT S1/2 NW1/4 NE1/4 EXC N 134 FT & EXC S 370.5 FT SEC 32-26-1E	48997	\$21,790	\$0	\$21,790	\$1,603	2		
A 0014100UP	CROSSWHITE JEREMY D & PENNY J	525 W 36TH ST N	BEG 671 FT N & 400 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E	22504	\$10,008	\$1,600	\$11,608	\$854	2		
A 0014200UP	MARTINSON PHIL E	501 W 36TH ST N	BEG 370.5 FT N & 700 FT E SW COR NW1/4 NE1/4 N 300.5 FT W 75 FT S 300.5 FT E TO BEG SEC 32-26-1E	22504	\$10,008	\$1,600	\$11,608	\$854	1		
A 0014300UP	WHEATON LE ROY SR	519 W 36TH ST N	BEG 671 FT N & 475.07 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E	22504	\$10,008	\$1,600	\$11,608	\$854	1		
A 0014600UP	SALAZAR FELIX & PATRICIA 3355 N WOODLAND WICHITA KS 67204	511 W 36TH ST N	BEG 671 FT N & 550.075 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E	22504	\$10,008	\$1,600	\$11,608	\$854	2		
A 0014700UP	PARKHAM NORMAN L JR & DEBBRA A	533 W 36TH ST N	BEG 370.5 FT N & 325 FT E SW COR NW1/4 NE1/4 E 75 FT N 300.5 FT W 75 FT S TO BEG SEC 32-26-1E	22504	\$10,008	\$1,600	\$11,608	\$854	2		
A 0018500UP	WHITE ALISON M	3716 N ARKANSAS AVE	S 15.47 FT of a Tract Described as: BEG 377.85 FT S NW COR NW1/4 NE1/4 S 116.575 E 425.14 FT N 116.575 FT W TO BEG SEC 32- 26-1E	6113	\$2,719	\$0	\$2,719	\$200	1		

Estimated assessments for paving 36th St N, East of Arkansas								04/11/11		cost
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveway Assessment***	Total Assessment	Annual Payment**	Resident Owners	area rate
A 0018700UP	KENDALL PETER G & SHERRYL J	630 W 36TH ST N	E 148.59 FT OF TR - BEG 30 FT N & 30 FT E SW COR N 1/2 NW 1/4 NE 1/4 N 146.575 FT E 395.14 FT S 146.575 FT W TO BEG SEC 32-26-1E	21780	\$9,686	\$1,600	\$11,286	\$830	2	
			Totals:	402252	\$178,888	\$27,200	\$206,088		25	
Abbreviations:										
etal. = and others										
etux. = and wife										
etvir. = and husband										
nr = non resident										
* Estimated assessment for street construction based on \$0.44 per square foot basis excluding inflation, and/or temporary financing.						Area Signed		45.68%		
						Resident Owners Signed		52.00%		
** Estimated Annual escrow payment based on 4% bond sale rate, and spread over 20 years										
BREAKDOWN OF PROJECT COSTS										
Amount assessed to the improvement district				\$178,888						
Add: City Share for Intersections (8.62%)				\$17,312						
Add: Estimated driveway costs***				\$28,800						
Total Estimated project cost				\$225,000						
*** Driveway approach costs are assessed to individual properties based on the actual size of drive approach requested. Each property must have a driveway constructed with the project, unless it is a corner lot with access to another street. The approach must be at least 12' wide and will extend from the street to the property line. Total estimated cost for driveway construction is based on 20' average width, at a cost of \$1600 per driveway. The annual payment above includes the street construction and driveway cost for each lot.										



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

JCHIT

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Areg	4/11/2011	Pave 36th Street North, Arkansas Ave-Agnes
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised	
12. Project Cost Estimate			
ITEM	GO	SA	Other*
CONSTRUCTION			TOTAL
Right of Way			
Paving, grading & const.	\$27,312	\$207,688	\$235,000
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Other			
Totals	\$27,312	\$207,688	\$235,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the Petition and Adopt the Resolution			

12A.

Plating Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

13 of 25 Owners signed petition

472-84992

Division Head

Sam Anderson

Department Head

Sam Anderson

Budget Officer

City Manager

Date

Date

RECEIVED

MAR 21 '11

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Agnes Addition

472-84992
Lots 1 & 2
South Half of Lots 3 & 4

House of Stewarts Addition

Lots 1-4 Inclusive

James C Green Addition

Lots 1-3 Inclusive

UNPLATED TRACTS

In Section 32, Township 32S, Range 1E

South 162 Feet of a Tract Described as: Beginning 752.84 Feet East Southwest Corner North ½ Northwest ¼ Northeast ¼ East to Center Creek Northerly To Center Millrace Northerly To West Line Waco South to Beginning Except .11 Acres Floodway CC A-41035 & EXC Relocated 37th Street North (A-39-UP)

North 300.05 Feet of a Tract Described As: Beginning 700 Feet East & 335 1/2 Feet North Southwest Corner Northwest ¼ Northeast ¼ North to South Line Bridgewater Addition East to Center Creek Southwesterly to Point East of Beginning West to Beginning (A-134-UP)

West 325.07 Feet South 1/2 Northwest ¼ Northeast ¼ Except North 134 Feet & Except South 370.5 Feet (A-137-UP)

Beginning 671 Feet North & 400 Feet East Southwest Corner Northwest ¼ Northeast ¼ South 300.5 Feet East 75 Feet North 300.5 Feet West to Beginning (A-141-UP)

Beginning 370.5 Feet North & 700 Feet East Southwest Corner Northwest ¼ Northeast ¼ North 300.5 Feet West 75 Feet South 300.5 Feet East to Beginning (A-142-UP)

Beginning 671 Feet North & 475.07 Feet East Southwest Corner Northwest ¼ Northeast ¼ South 300.5 Feet East 75 Feet North 300.5 Feet West to Beginning (A-143-UP)

Beginning 671 Feet North & 550.075 Feet East Southwest Corner Northwest ¼ Northeast ¼ South 300.5 Feet East 75 Feet North 300.5 Feet West to Beginning (A-146-UP)

Beginning 370.5 Feet North & 325 Feet East Southwest Corner Northwest ¼ Northeast ¼ East

75 Feet North 300.5 Feet West 75 Feet South to Beginning (A-147-UP)

South 15.47 Feet of A Tract Described As: Beginning 377.85 Feet South Northwest Corner Northwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ South 116.575 Feet East 425.14 Feet North 116.575 Feet West to Beginning (A-185-UP)

East 148.59 Feet of Tract - Beginning 30 Feet North & 30 Feet East Southwest Corner North $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ North 146.575 Feet East 395.14 Feet South 146.575 Feet West to Beginning (A-187-UP)

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement on **36th Street North** from the east line of **Arkansas Avenue** east to and including a turnaround east of the east line of **Agnes Addition**. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **Two Hundred Thirty Five Thousand Dollars (\$235,000)** exclusive of the cost of interest on borrowed money, with **86.75** percent payable by the improvement district and **13.25** percent payable by the City-at Large. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **March 1, 2011**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

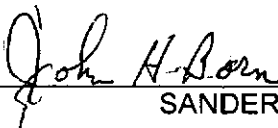

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.



3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Agnes Addition		
LOT 1 & S 1/2 LOT 3	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN_TRUSTEES  	
LOT 2	SANDERS GREG R & MARGARET A	
S 1/2 LOT 4	GEORGE RICHARD I	

House of Stewarts Addition

LOT 1	STEWART KENNETH S FAMILY TRUST	
LOT 2	SIMON NATHAN J 	
LOTS 3 & 4	WILLE GERALDINE K 	

James C Green Addition

LOT 1	ROBINSON RHONDA
LOT 2	GONZALEZ, MAURO ETAL <i>Mona Paez</i> <i>Mauro Gonzalez</i>
LOT 3	BARGDILL KEVIN <i>Kevin T. Barga</i>

Unplatted Tracts

S 162 FT of a Tract Described as: BEG 752.84 FT E SW COR N1/2 NW1/4 NE1/4 E TO CEN CREEK NLY TO CEN MILLRACE NLY TO W LI WACO S TO BEG EXC .11A FLDY CC A-41035 & EXC RELOCATED 37TH ST N SEC 32-26-1E	RATNER MARGARET E & CLIFF W ATTN: M. M. RATNER
N 300.05 FT of a Tract Described as: BEG 700 FT E & 335 1/2 FT N SW COR NW1/4 NE1/4 N TO S LI BRIDGEWATER ADD E TO CEN CRK SWLY TO PT E OF BEG W TO BEG SEC 32-26-1E	EHALL JAMES N & JUNE L
W 325.07 FT S1/2 NW1/4 NE1/4 EXC N 134 FT & EXC S 370.5 FT SEC 32-26-1E	ZIMMERMAN NELLIE M ETAL
BEG 671 FT N & 400 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E	CROSSWHITE JEREMY D & PENNY J <i>Jeremy D. Crosswhite</i> <i>Penny Jo Crosswhite</i>
BEG 370.5 FT N & 700 FT E SW COR NW1/4 NE1/4 N 300.5 FT W 75 FT S 300.5 FT E TO BEG SEC 32-26-1E	MARTINSON PHIL E <i>Phil E. Martinson</i>
BEG 671 FT N & 475.07 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E	WHEATON LE ROY SR <i>LeRoy Wheaton Sr.</i>

<p>BEG 671 FT N & 550.075 FT E SW COR NW1/4 NE1/4 S 300.5 FT E 75 FT N 300.5 FT W TO BEG SEC 32-26-1E</p>	<p>SALAZAR FELIX & PATRICIA</p> <p><i>Patricia Salazar Felix Salazar</i></p>
<p>BEG 370.5 FT N & 325 FT E SW COR NW1/4 NE1/4 E 75 FT N 300.5 FT W 75 FT S TO BEG SEC 32-26-1E</p>	<p>PARKHAM NORMAN L JR & DEBBRA A</p> <p><i>N. L. Parkham Jr.</i> <i>Debra C. Parkham</i></p>
<p>S 15.47 FT of a Tract Described as: BEG 377.85 FT S NW COR NW1/4 NE1/4 S 116.575 E 425.14 FT N 116.575 FT W TO BEG SEC 32-26-1E</p>	<p>WHITE ALISON M</p>
<p>E 148.59 FT OF TR - BEG 30 FT N & 30 FT E SW COR N 1/2 NW 1/4 NE 1/4 N 146.575 FT E 395.14 FT S 146.575 FT W TO BEG SEC 32-26-1E</p>	<p>KENDALL PETER G & SHERRY L J</p> <p><i>Peter G. Kendall</i> <i>Sherry L. Kendall</i></p>

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Shawn McIlrath
Name

458 N. Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 21 day of March, 2011.



John Edwards
Deputy City Clerk

First Published in the Wichita Eagle on May 6, 2011

RESOLUTION NO. 11-108

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 36TH STREET NORTH FROM THE EAST LINE OF ARKANSAS AVENUE EAST TO AND INCLUDING A TURNAROUND EAST OF THE EAST LINE OF AGNES ADDITION 472-84992 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 36TH STREET NORTH FROM THE EAST LINE OF ARKANSAS AVENUE EAST TO AND INCLUDING A TURNAROUND EAST OF THE EAST LINE OF AGNES ADDITION 472-84992 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on 36th Street North from the east line of Arkansas Avenue east to and including a turnaround east of the east line of Agnes Addition 472-84992. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Two Hundred Twenty Five Thousand Dollars (\$235,000) exclusive of the cost of interest on borrowed money, with 86.75 percent payable by the improvement district and 13.25 percent payable by the City-at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

AGNES ADDITION

Lots 1 and 2

South Half of Lots 3 and 4

HOUSE OF STEWARTS ADDITION

Lots 1 through 4 Inclusive

JAMES C GREEN ADDITION

Lots 1 through 3 Inclusive

UNPLATED TRACTS

In Section 32, Township 26S, Range 1E South 162 Feet of a Tract Described as: Beginning 752.84 Feet East Southwest Corner North ½ Northwest ¼ Northeast ¼ East to Center Creek

Northerly To Center Millrace Northerly To West Line Waco South to Beginning Except .11 Acres Floodway CC A-41035 & EXC Relocated 37th Street North (A-39-UP)

North 300.05 Feet of a Tract Described As: Beginning 700 Feet East & 335 1/2 Feet North Southwest Corner Northwest 1/4 Northeast 1/4 North to South Line Bridgewater Addition East to Center Creek Southwesterly to Point East of Beginning West to Beginning (A-134-UP)

West 325.07 Feet South 1/2 Northwest 1/4 Northeast 1/4 Except North 134 Feet & Except South 370.5 Feet (A-137-UP)

Beginning 671 Feet North & 400 Feet East Southwest Corner Northwest 1/4 Northeast 1/4 South 300.5 Feet East 75 Feet North 300.5 Feet West to Beginning (A-141-UP)

Beginning 370.5 Feet North & 700 Feet East Southwest Corner Northwest 1/4 Northeast 1/4 North 300.5 Feet West 75 Feet South 300.5 Feet East to Beginning (A-142-UP)

Beginning 671 Feet North & 475.07 Feet East Southwest Corner Northwest 1/4 Northeast 1/4 South 300.5 Feet East 75 Feet North 300.5 Feet West to Beginning (A-143-UP)

Beginning 671 Feet North & 550.075 Feet East Southwest Corner Northwest 1/4 Northeast 1/4 South 300.5 Feet East 75 Feet North 300.5 Feet West to Beginning (A-146-UP)

Beginning 370.5 Feet North & 325 Feet East Southwest Corner Northwest 1/4 Northeast 1/4 East 75 Feet North 300.5 Feet West 75 Feet South to Beginning (A-147-UP)

South 15.47 Feet of A Tract Described As: Beginning 377.85 Feet South Northwest Corner Northwest 1/4 Northeast 1/4 South 116.575 Feet East 425.14 Feet North 116.575 Feet West to Beginning (A-185-UP)

East 148.59 Feet of Tract - Beginning 30 Feet North & 30 Feet East Southwest Corner North 1/2 Northwest 1/4 Northeast 1/4 North 146.575 Feet East 395.14 Feet South 146.575 Feet West to Beginning (A-187-UP)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of May, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 3, 2011**

- a. 2011 Contract Maintenance Brick Repair: Belmont, Douglas to English (east of Hillside, south of Douglas) (472-84985/132724/) see special provisions. (District II) - \$100,000.00
- b. Cadillac Lake Pump Station and Pond Erosion Improvements, Phase 2 to serve Newmarket V Addition and Pearson Commercial Addition (south of 29th St N, east and west of Maize Rd) (468-84741/751463/485354) Traffic to be maintained during construction using flag persons and barricades. (District V) - \$99,665.00
- c. McCormick Water Main Replacement (south of Douglas, west of McLean) (448-90212/636243/770631) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$625,000.00
- d. Lateral 2, Main 19 Four Mile Creek Sewer to serve Stonebridge 2nd Addition (north of 13th Street North, east of 143rd Street East) (468-84147/744319/480011) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$212,000.00
- e. Water Distribution System to serve Stonebridge 2nd Addition (north of 13th Street North, east of 143rd Street East) (448-90294/735459/470132) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$109,000.00

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Battle at the Big Corner
(District V)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Jamie Crouch, Eyewin Fightgear, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

Battle at the Big Corner May 15, 2011 9:00 am – 11:00 pm

- Kellogg Drive, partial closure of east bound, south side curb lane, 119th Street West to 840 feet east to property line of Mel Hambelton Ford.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Kidzcope A Walk to Remember
(Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Enszt, Clark Enszt, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

Kidzcope A Walk to Remember June 23, 2011 6:00 pm – 8:00 pm

- Lewis Street, McLean Boulevard to Wichita Street.
- Waterman Street, Wichita Street to Water Street.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Water, Storm Water Sewer, and Paving Improvements in Greenwich Office Park 2nd Addition (north of 13th Street, west of Greenwich) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City Council approved the water, storm water sewer, and paving improvements in Greenwich Office Park 2nd Addition on January 11, 2011.

Analysis: The proposed agreement between the City and MKEC Engineering Consultants, Inc. provides for the design of bond financed improvements consisting of water, storm water sewer, and paving in Greenwich Office Park 2nd Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$30,500 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, storm water sewer, and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

GREENWICH OFFICE PARK SECOND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90509 serving Lots 1 and 2, Block 1, Greenwich Office Park Second Addition (north of 13th, west of Greenwich) (Project No. 448 90509).

STORM WATER SEWER NO. 659 serving Lots 1 and 2, Block 1, Greenwich Office Park Second Addition (north of 13th, west of Greenwich) (Project No. 468 84725).

Pavement on **CHESTERFIELD** from the north line of 13th Street to 330' north of 13th Street (north of 13th, west of Greenwich) (Project No. 472 84959).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Greenwich Office Park Second Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written

notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90509	\$4,800.00
Project No. 468 84725	\$7,300.00
Project No. 472 84959	\$18,400.00
TOTAL	\$30,500.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by **120 days from notice to proceed.**
(Project No. 448 90509).
 - b. Plan Development for the sewer improvements by **120 days from notice to proceed.**
(Project No. 468 84725).
 - c. Plan Development for the paving improvements by **120 days from notice to proceed.**
(Project No. 472 84959).

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Design Services for 135th Street West Improvement, between 13th Street North and 21st Street North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On August 24, 2010, the City entered into an agreement with MKEC Engineering Consultants, Inc. to design improvements on 135th Street West, between 13th Street North and 21st Street North. The fee was \$244,790. On November 23, 2010, the City Council approved Supplemental Agreement No. 1 for the design of a 24-inch water main. The fee was \$23,800.

Analysis: The original scope of the project, as included in the CIP, provided for drainage improvements generally within the 135th Street right-of-way only. Supplemental Agreement No. 2 is necessary to complete a design for off-site drainage improvements at the upstream and downstream ends of the drainage basin, both east and west of the original project limits. This will provide improvements for long-standing drainage concerns within the adjacent neighborhoods. The fee for Supplemental Agreement No. 2 is \$47,510.

Financial Considerations: MKEC's total fee including Supplemental Agreements No. 1 and No. 2 will be \$316,100. The funding source for Supplemental Agreement No. 2 is the Storm Water Utility.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing drainage improvements along 135th Street West, between 13th Street North and 21st Street North.

Legal Considerations: Supplemental Agreement No. 2 has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING CONSULTANTS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **135TH STREET WEST FROM 13TH STREET NORTH TO 21ST STREET NORTH** (Project No. 472 84925).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- Silverton Swale Drainage Ditch
- Drainage Study in Basin Upstream of Hickory Creek Street and South of 13th Street
- Double 8'x 4' Reinforce Box Culvert under 13th Street

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$47,510.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2011.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

March 10, 2011

Mr. Gary Janzen, P.E.
Chief Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement
135th Street West, 13th to 21st (Proj. No. 448-90489)

Dear Mr. Janzen:

Per the city's request, MKEC agrees to a change in design scope for the project noted above. MKEC proposes to perform drainage study, design and plan preparation services for additional drainage improvements associated with the street improvement project. The improvements are described as follows:

Silverton Swale Drainage Ditch:

MKEC will design and prepare construction drawings for approximately 1700 linear feet of drainage ditch along the north side of the Silverton residential sub-division to convey storm water from the low area north of the sub-division to the proposed storm sewer system being designed as part of the original project. The design will be based on the previous drainage study and concept prepared by MKEC as part of the original project. Services will include all necessary design surveys, preparing tract maps for drainage dedications, addressing localized drainage at the north terminus of Bellick Street and in the back yards of houses abutting the proposed berm and channel, channel protection design, utility location and coordination and permit application preparation as required.

Drainage Study in Basin Upstream of Hickory Creek Street and South of 13th Street:

MKEC will perform a drainage study of the effects of storm water discharge from the proposed project on the area upstream of the existing box culvert under Hickory Creek Street below 13th Street and immediately above 13th Street. The study will look at proposed 100-year water surface elevations upstream of Hickory Creek compared to current conditions. For the proposed situation, the study will consider the current drainage structure under 13th Street and will also look at a new box culvert under 13th Street. The purpose of the study is to determine if there are any negative impacts to residences upstream of Hickory Creek and 13th Street.

Double 8' x 4' Reinforced Box Culvert under 13th Street:

MKEC will design and prepare construction drawings for a double 8' x 4' reinforced box culvert across 13th Street just east of Forestview Street. Drainage in the 13th Street ditches will be modified to work with the proposed structure. The structure will be designed to conform to the preliminary roadway and drainage design of the 13th Street improvements prepared by Schwab-Eaton. Services will include all necessary design surveys, construction traffic control for 13th Street, utility coordination and relocation, permit application preparation and tract map preparation for easements and right-of-way, if necessary.

MKEC's design services will consist of preparing construction documents for the improvements described above in conformance with the requirements of the original contract. These construction documents will be made part of the original project construction documents. Submittal of final plans, supplemental specifications and construction cost estimate for the project, including supplemental items, will remain as noted in the original agreement.

The supplemental improvements will enhance the performance of the entire drainage system being developed as part of this project. Storm water will be conveyed downstream much more efficiently than current conditions and in a manner that does not complicate or create drainage concerns downstream.

MKEC proposes a supplemental fee of \$47,510.00 to complete this work. This fee is divided into the individual tasks described above as follows:

- | | |
|--|--------------|
| • Silverton Swale Drainage Ditch | \$ 16,670.00 |
| • Drainage Study Upstream of Hickory Creek | \$ 9,610.00 |
| • Double 8' x 4' Reinforced Box Culvert | \$ 21,230.00 |

Thank you for your consideration of this supplemental design proposal. If you would like to discuss this in greater detail, please contact me.

Sincerely,

MKEC ENGINEERING CONSULTANTS, INC.

Jay Anglemyer, P.E

C:\Documents and Settings\cdunbar\Local Settings\Temporary Internet
Files\Content.Outlook\OCBO0D15\Supplemental #1 Letter (2).doc

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Golden Prairie Transmission Main (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On October 19, 2010, the City Council approved a contract with Wildcat Construction Co. Inc. to construct a water transmission line along Golden Prairie Road to serve the ASR wellfield. The pipeline crosses Kissawa Creek. The creek channel has widened since the survey was completed during the design process. A change order has been prepared for the cost of the additional work.

Analysis: The work consists of extending waterline casing by trenchless method to protect the stream channel in accordance with Division of Water Resource requirements.

Financial Considerations: The total cost of the additional work is \$11,500, with the total paid by the Water Utility. The original contract amount is \$6,733,640. This change order represents 0.2% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing a needed water supply.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.

**To: Wildcat Construction****Project: ASR Pipeline Bid Package D1 Golden
Prairie Transmission Main****Change Order No.: 1****Project No.: 788014****Purchase Order No.: 930579****OCA No.: 633972****CHARGE TO OCA No.: 633972****PPN: 788014****Please perform the following extra work at a cost not to exceed \$11,500.00****Additional Work:**

Add 20 lf of steel casing to the bore under Kissawa Creek at station 82+92.

Reason for Additional Work:

The north side of the active stream channel on the Kissawa Creek at station 82+90 has widened since the desing survey was completed. Additional cased water line is required to protect he existing water course in accordance with the requirement by the Division of Water Resources.

<u>Underrun Bid Item</u>	<u>Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
24-in Transmission Main	Bid	(20 lf)	65	(\$1,300)

<u>Overrun Bid Item</u>	<u>Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
24-in Transmission Main Installed By Trenchless Methods	Bid	20 lf	640	\$12,800

Net add in cost equals

CIP Budget Amount: \$73,630,168.00**Original Contract Amt.: \$6,733,640.00****Consultant: Camp Dresser & Mckee
Exp & Encumbr. To Date: \$51,930,563.33****Currnt CO Amt.: \$11,500.00
Amt. of Previous CO's: \$11,500.00
Total of ALL CO's: \$0
% of Orig. Contract / 25% Max: 0.02%
Adjusted Contract Amt.: \$6,745,140.00****CO Amount: \$11,500.00
Unencum. Bal. After CO: \$21,688,101.67****Submitted By:****Approved:**_____
Stan Breitenback, P.E
Special Projects Engineer_____
Date_____
Contractor_____
Date**Recommended By:****Approved :**_____
Greg Baalman, P.E.
Construction Engineer_____
Date_____
Jim Armour, P.E.
City Engineer
Co-Director of Public works & Utilities_____
Date**Approved as to From:****By Order of the City Council:**_____
Gary Rebenstorf
Director of Law_____
Date_____
Carl Brewer
Mayor_____
Date

Attest: _____
City Clerk

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Community Events - 2011 Wichita River Festival. (Districts I, III, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for permit for Wichita Festivals, Inc. (WFI) 2011 River Festival taking place June 3 – 11, 2011.

Background: Since 1973, Wichita Festivals, Inc. has been coordinating and producing a multi-day community celebration attracting local residents and tourists from the state of Kansas and surrounding states. In 2011, the River Festival will celebrate its 40th year celebrating Wichita.

Analysis: Wichita Festival, Inc. is coordinating with City of Wichita departments for licensing and street closure requests. Approval of such permit will be in lieu of issuance of individual permits and authorizations identified as necessary.

Financial Consideration: City sponsorship of \$40,000 will be taken from the Convention and Tourism Fund. The City will also supply \$50,000 for in-kind services to WFI which is a level similar to the previous year.

Goal Impact: The event enhances the Quality of Life for citizens through special events and activities.

Legal Consideration: The Law department has reviewed and approved the certificate of insurance.

Recommendation/Actions: Approve the licensing report and request for permit for the 2011 Wichita River Festival, as per the Memorandum of Understanding (MOU) between the City of Wichita (CITY) and Wichita Festivals, Inc., (WFI).

Attachments: River Festival Certificate of Insurance, Licensing Report and Street Closure Forms.

ACORDTM	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 4/06/11														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																
PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: BUFFY M THOMAS PHONE: 800-637-4757 FAX: (A/C, No. Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED WICHITA FESTIVALS, INC. 1820 E DOUGLAS WICHITA, KS 67214	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL CASUALTY COMPANY</td> <td>11991</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL CASUALTY COMPANY	11991	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: NATIONAL CASUALTY COMPANY	11991															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES**CERTIFICATE NUMBER:** 1599614**REVISION NUMBER:**

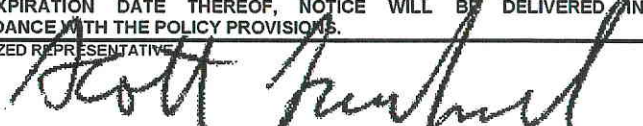
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			KKO0001483000	12:01AM 1/01/11	12:01AM 1/01/12	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	<input type="checkbox"/> Owners & Contractors						MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ NONE
							PRODUCTS-COMP/OP AGG \$ 5000000
							Part Lgl Liab \$ 1000000
	AUTOMOBILE LIABILITY						
A	<input checked="" type="checkbox"/> ANY AUTO			KKO0001483000	12:01AM 1/01/11	12:01AM 1/01/12	COMBINED SINGLE LIMIT (Ea Accident) \$ 1000000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 4000000
A	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XKO0001483600	12:01AM 1/01/11	12:01AM 1/01/12	AGGREGATE \$ 4000000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STAT-UTORY LIMITS OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF WICHITA ATTN: CONNIE CLARK CENTURY II CONVENTION CENTER 225 W DOUGLAS WICHITA, KS 67202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
---	---

2011 Riverfest City of Wichita License Information

For assistance during the festivals contact the Festival Command Center
137 N. Waco Wichita, Ks 67214 Phone (316) Fax (316)

Visit our website at www.wichitafestivals.com
Office: 1820 E. Douglas 67214 (316) 267-2817

Some information shown on this page, such as addresses and phone numbers, are of a confidential or personal nature and should not be made public.

Start Date: Monday, May 16, 2011

<p>2011::6th Annual Bob Struble Mem. Golf Tournament</p> <p>Location: Willowbend Golf Club</p> <p>Location Description:</p> <p>Approvals:</p> <ol style="list-style-type: none"> 1. Permission to use site. 2. Permission to hang banners/signage. <p>Street Closings:</p> <ol style="list-style-type: none"> 1. No street closings apply for this event. 	<p>Event #</p> <p>Beginning: 5/16/2011 at 11:00 AM</p> <p>Ending: 5/16/2011 at 6:00 PM</p> <p>Ongoing:</p>
---	--

Start Date: Friday, May 27, 2011

<p>2011::151 N. Waco - NON EVENT</p> <p>Location: Parking Lot at 151 N. Waco</p> <p>Location Description: Parking Lot North of WFI Command Center</p> <p>Approvals:</p> <ol style="list-style-type: none"> 1. Approval to use City Parking Lot as available with construction. <p>Street Closings:</p> <ol style="list-style-type: none"> 1. No street closings apply for this event 	<p>Event #</p> <p>Beginning: 5/27/2011 at 8:00 AM</p> <p>Ending: 6/13/2011 at 5:00 PM</p> <p>Ongoing:</p>
---	---

Start Date: Friday, June 03, 2011

<p>2011::"Kansas Cup" Riverfest Adult IceHockey Tou</p> <p>Location: Wichita Ice Center</p> <p>Location Description: 505 W. Maple</p> <p>Approvals:</p> <ol style="list-style-type: none"> 1. Permission to use site. 2. Permission to hang banners/signage. <p>Street Closings:</p> <ol style="list-style-type: none"> 1. No street closings apply for this event. 	<p>Event #</p> <p>Beginning: 6/3/2011 at 7:00 AM</p> <p>Ending: 6/11/2011 at 10:00 PM</p> <p>Ongoing:</p> <table border="0" style="width: 100%;"> <tr><td>Fri.</td><td>June 3</td><td>6 PM - 11 PM</td></tr> <tr><td>Sat.</td><td>June 4</td><td>7 AM - 11 PM</td></tr> <tr><td>Sun.</td><td>June 5</td><td>8 AM - 2 PM</td></tr> <tr><td>Fri.</td><td>June 10</td><td>5 PM - 11 PM</td></tr> <tr><td>Sat.</td><td>June 11</td><td>7 AM - 11 PM</td></tr> <tr><td>Sun.</td><td>June 12</td><td>8 AM - 2 PM</td></tr> </table>	Fri.	June 3	6 PM - 11 PM	Sat.	June 4	7 AM - 11 PM	Sun.	June 5	8 AM - 2 PM	Fri.	June 10	5 PM - 11 PM	Sat.	June 11	7 AM - 11 PM	Sun.	June 12	8 AM - 2 PM
Fri.	June 3	6 PM - 11 PM																	
Sat.	June 4	7 AM - 11 PM																	
Sun.	June 5	8 AM - 2 PM																	
Fri.	June 10	5 PM - 11 PM																	
Sat.	June 11	7 AM - 11 PM																	
Sun.	June 12	8 AM - 2 PM																	

<p>2011::40 for 40 Prize Give-Away</p> <p>Location:</p> <p>Location Description:</p> <p>Approvals:</p> <p>Street Closings:</p> <ol style="list-style-type: none"> 1. No street closings apply for this event. 	<p>Event #</p> <p>Beginning: 6/3/2011 at</p> <p>Ending: 6/11/2011 at</p> <p>Ongoing:</p>
---	--

Start Date: Friday, June 03, 2011

2011::40th Anniversary Celebration		Event #	Beginning: 6/3/2011 at 7:30 PM
Location: West Bank			Ending: 6/3/2011 at 9:00 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.			
2. Permission to hang banners/signage.			
Street Closings:			
1. No street closings apply for this event.			
2011::A. Price Woodard Food Court		Event #	Beginning: 6/3/2011 at 11:00 AM
Location: West Side of CII			Ending: 6/11/2011 at 10:00 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to place 11 food vendors.		Friday, June 3	11:00 a.m. - 10:00 p.m.
2. Permission to use site (May 25 beginning at 5:00 p.m. - June 14 at 5:00 p.m.)		Saturday, June 4	10:00 a.m. - 10:00 p.m.
3. Permission to set tents.		Sunday, June 5 - Thursdy, June 9	11:00 a.m. - 9:00 p.m.
Tents: 225 W. Douglas		Friday, June 10	11:00 a.m. - 10:00 p.m. Saturday,
10 - 20 x 20 food		June 11	10:00 a.m. - 10:00 p.m.
1 - 10 x 20 - wash			
4 Tickets booths			
4. Permission to place storage unit, refrigerated trucks.			
5. Permission to hang banners/signage.			
6. Permission to set Wolf inflatable on 6/9.			
Street Closings:			
1. No street closings apply for this event.			
2011::A. Price Woodard Park		Event #	Beginning: 6/3/2011 at 10:00 AM
Location: A. Price Woodard Park			Ending: 6/11/2011 at 10:00 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.		Friday, June 3	11:00 a.m. - 10:00 p.m.
2. Permission to hang banners/signage.		Saturday, June 4	10:00 a.m. - 10:00 p.m.
3. Permission to set 4' fence with 5 gates enclosing park on Tuesday, May 31.		Sunday, June 5 - Thursdy, June 9	11:00 a.m. - 9:00 p.m.
4. Permission to set 20 x 20 merchandise tent.		Friday, June 10	11:00 a.m. - 10:00 p.m. Saturday,
5. Permission to set ice trailer, ticket booth, beer vendor, coffee vendor.		June 11	10:00 a.m. - 10:00 p.m.
6. Permission to set decor entryway.			
Street Closings:			
1. No street closings apply for this event.			
2011::Arkansas River Coalition River Rides		Event #	Beginning: 6/3/2011 at 5:00 PM
Location: Big Arkansas River			Ending: 6/11/2011 at 8:00 PM
Location Description: At the Drury			
Approvals:		Ongoing:	
1. Permission to use waterway from Kansas Wildlife and Parks Department.		June 3:	5:00 p.m. - 8:00 p.m.
2. Permission to hang banners/signage.		June 4:	9:00 a.m. - 8:30 p.m.
3. Permission to use waterway from City of Wichita Park Department.		June 5:	11:00 a.m. - 8:30 p.m.
		June 6 - 9:	No Event
Street Closings:		June 10:	5:00 p.m. - 8:00 p.m.
1. No street closings apply for this event.		June 11:	9:00 a.m. - 8:30 p.m.

Start Date: Friday, June 03, 2011

2011::Capitol Federal Fireworks

Event # 12

Beginning: 6/3/2011 at 9:45 PM

Location: Fireworks Locations

Ending: 6/3/2011 at 10:30 PM

Location Description: McLean at LDS/Douglas St. Bridge/Vet. Memorial Park

Approvals:

Ongoing:

1. Permission to use sites - McLean at Lewis; Douglas St. Bridge; Veterans Memorial Park area.
2. Western Enterprise Inc. to acquire fireworks permit.
3. Permission to hang banners/signage.
4. Permission to set chainlink and orange snow fence.

Street Closings:

1. Douglas from Waco to Sycamore (6:00 PM - 11:00 PM).
 2. McLean from Douglas to Maple (6:00 PM on 11:00 PM).
 3. 1st/2nd Street from Waco to McLean (9:00 PM - 11:00 PM).
-

2011::Cessna Kids' Korner

Event #

Beginning: 6/3/2011 at 10:00 AM

Location: Exploration Place

Ending: 6/11/2011 at 9:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 4' picket fence with 3 gates.
4. Permission to set ticket booth, ice trailer and two (2) food vendors.
5. Permission to set carnival rides and inflatables: Berry Spin Ride, Matterhorn Express Ride, Wizard's Bounce & Slide Combo, Under The Big Top, Wacky Jr. Obstacle Course.

Friday, June 3 5:00 pm - 9:30 pm
Saturday, June 4 9:00 am - 9:00 pm
Sunday, June 5 11:00 am - 9:00 pm
Monday, June 6 - Friday June 10 5:00 pm - 9:00 pm
Saturday, June 11 9:00 am - 9:00 pm

Street Closings:

1. No street closings apply for this event.
-

2011::Chamber Parking Lot - NON EVENT

Event #

Beginning: 6/3/2011 at

Location: Chamber Parking Lot

Ending: 6/11/2011 at

Location Description:

Approvals:

Ongoing:

1. Permission to use site.

Street Closings:

1. No street closings apply for this event.
-

2011::City Parking Lots - NON EVENT

Event #

Beginning: 6/3/2011 at 8:00 AM

Location:

Ending: 6/11/2011 at 5:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use the following city owned parking lots.
 - 151 N. Waco - based on availability due to construction.
 - Triangular lot at the southeast corner of 1st and Waco
 - Rounds and Porter (SE corner of Waco and Central)
 - 120 N. Emporia (NE corner of Douglas and Emporia)
 - Lot A on West Side of CII and parking area to the south (June 25 at 5:00 p.m.- June 14 at 5:00 p.m.).

Street Closings:

1. No street closings apply for this event.
-

Start Date: Friday, June 03, 2011

2011::Cox Business Lunch		Event #	Beginning: 6/3/2011 at 11:00 AM
Location:	A. Price Woodard Park		Ending: 6/10/2011 at 2:00 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.		June 3	11:00 a.m. - 2:00 p.m.
2. Permission to hang banners/signage.		June 6 - June 10	11:00 a.m. - 2:00 p.m.
Street Closings:			
1. No street closings apply for this event.			
2011::Croc's Feel the Love Comfort Station		Event #	Beginning: 6/3/2011 at 5:00 PM
Location:	West Bank		Ending: 6/11/2011 at 9:30 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.		Friday, June 3	5:00 p.m.- 10:00 p.m.
2. Permission to sell merchandise.		Saturday, June 4 - Sunday June 5	4:00 p.m. - 9:30 p.m.
3. Permission to set 10 x 20 tent.		Monday, June 6 - Friday, June 10	5:00 p.m. - 9:00 p.m.
Street Closings:		Saturday, June 11	4:00 p.m. - 9:30 p.m.
1. No street closings apply for this event.			
2011::Decor - NON EVENT		Event #	Beginning: 6/3/2011 at
Location:			Ending: 6/11/2011 at
Location Description:			
Approvals:		Ongoing:	
1. Permission to set entryway at NE corner of A. Price Woodard Park.			
Street Closings:			
1. No street closings apply for this event			
2011::Disability Services - "Special Services"		Event #	Beginning: 6/3/2011 at
Location:			Ending: 6/11/2011 at
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.			
2. Permission to hang banners/signage.			
Street Closings:			
1. No street closings apply for this event.			

Start Date: Friday, June 03, 2011

2011::Exploration Place Discount Days

Location: Exploration Place

Event # 43 Beginning: 6/3/2011 at 10:00 AM

Ending: 6/11/2011 at 8:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Exploration Place Discount Days

Friday, June 3 - Thursday June 9, 10:00 am - 8:00 pm

Friday, June 10 - Saturday, June 11, 10:00 am - 5:00 pm

Exploration Place Boeing Dome Theater and Planetarium

Friday, June 3 - Wednesday, June 8, 5:00 pm, 6:00 pm and 7:00 pm.

Exploration Place MiniGolf

Friday, June 3 - Saturday, June 11, 10:00 am - 8:00 pm

2011::Farmer's Insurance Tethered Balloon Rides

Location: Delano Park

Event # Beginning: 6/3/2011 at 3:30 PM

Ending: 6/5/2011 at 8:30 PM

Location Description: Corner of Douglas and McLean

Approvals:

1. Permission to use site.
2. Permission to conduct tethered hot air balloon rides.
3. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

June 3: 5:30 pm - 8:30 pm

June 4: 3:30 pm - 8:30 pm

June 5: 3:30 pm - 8:30 pm

2011::Hiland Dairy Ice Cream Social

Location: West Bank

Event # 19 Beginning: 6/3/2011 at 7:30 PM

Ending: 6/3/2011 at 9:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to give away ice cream.

Street Closings:

1. See Koch Twilight Pops Concert Street Closings.

Ongoing:

2011::KAKE Missing Children Van - A Safe Place

Location: Various Locations

Event # Beginning: 6/3/2011 at

Ending: 6/11/2011 at

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

June 3 : 6:00 pm - 10:30 pm

June 4: 9:00 am - 10:30 pm

June 5: 11:00 am - 9:30 pm

June 6 - June 10: 5:30 pm - 10:30 pm

June 11: 10:00 am - 10:30 pm

Start Date: Friday, June 03, 2011

2011::Kansas Law Enforcement Torch Run

Location: Fallen Officers Memorial

Location Description: Wichita City Hall - Central and Main

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. See Sundown Parade Street Closings.

Event #

Beginning: 6/3/2011 at 5:45 PM

Ending: 6 /3 /2011 at 6:20 PM

Ongoing:

2011::Kansas Lottery- Get Your Tickets & Win

Location: West Side of CII

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Event #

Beginning: 6/3/2011 at 11:00 AM

Ending: 6 /11/2011 at 9:00 PM

Ongoing:

Friday, June 3 11:00 a.m. - 10:00 p.m.
Saturday, June 4 10:00 a.m. - 10:00 p.m.
Sunday, June 5 - Thursdy, June 9 11:00 a.m. - 9:00 p.m.
Friday, June 10 11:00 a.m. - 10:00 p.m. Saturday,
June 11 10:00 a.m. - 10:00 p.m.

2011::Koch Twilight Pops Concert

Location: West Bank

Location Description:

Approvals:

1. Permission to use site.
2. Permission to discharge cannons.
3. Permission for Flyover from FAA and Pentagon submit DD Form 2535.
4. Permission to hang banners/signage.
5. Permission to set 21' x 24' inflatable projector.
6. Permission to set 8 food vendors; 3 ticket booths and 3 beer stations (June 3 - June 11).
7. Permission to set 6' chainlink fence.
8. Permission to set 2 - 20 x 40 tents (June 3 - June 11) and 1 - 20 x 40 tent (June 3).
9. Permission to set 40 x 60 stage (June 3 - 11).

Street Closings:

1. McLean from Douglas to 2nd (8:30 AM on June 3 - 5:00 PM on June 12).
2. Sycamore from Douglas to 2nd (8:30 AM on June 3 - 5:00 PM on June 12).
3. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
4. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
5. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
6. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
7. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
8. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

Event # 37

Beginning: 6/3/2011 at 8:30 PM

Ending: 6 /3 /2011 at 9:40 PM

Ongoing:

Start Date: Friday, June 03, 2011

2011::Merchandise - NON EVENT

Location: A. Price Woodard Park

Event # **Beginning:** 6/3/2011 at 11:00 AM

Ending: 6/11/2011 at 10:00 PM

Location Description:

Approvals:

1. Permission to set 20 x 20 tent.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Hours of Operation during the Wichita River Festival:

Friday, June 3 11:00am-10:00pm

Saturday, June 4, 10:00am-10:00pm

Sunday, June 5, 11:00am-9:00pm

Monday, June 6, 11:00am-2:00pm, 5:00pm-9:00pm

Tuesday, June 7, 11:00am-2:00pm, 5:00pm-9:00pm

Wednesday, June 8, 11:00am-2:00pm, 5:00pm-9:00pm

Thursday, June 9, 11:00am-2:00pm, 5:00pm-9:00pm

Friday, June 10 11:00am-10:00pm

Saturday, June 11, 10:00am-10:00pm

2011::Paddle Boats on the River

Location: Big Arkansas River

Event # **Beginning:** 6/3/2011 at 5:00 PM

Ending: 6/11/2011 at 8:00 PM

Location Description: At the Drury

Approvals:

1. Permission to use waterway from Kansas Wildlife and Parks Department.
2. Permission to hang banners/signage.
3. Permission to use waterway from City of Wichita Park Department.
4. Permission to set 10 x 10 tent.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Friday, June 3 5:00 p.m. - 8:00 p.m.

Saturday, June 4 9:00 a.m. - 8:30 p.m.

Sunday, June 5 11:00 a.m. - 8:30 p.m.

Monday, June 6 - Friday June 10 5:00 p.m. - 8:30 p.m.

Saturday, June 11 9:00 a.m. - 8:00 p.m.

2011::Riverfest Marketplace

Location: CII Exhibition Hall

Event # 18 **Beginning:** 6/3/2011 at 5:00 PM

Ending: 6/5/2011 at 6:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

June 3 5:00 p.m. - 9:00 p.m.

June 4 9:00 a.m. - 9:00 p.m.

June 5 11:00 a.m. - 6:00 p.m.

2011::Riverfest Photo Booth

Location: A. Price Woodard Park

Event # **Beginning:** 6/3/2011 at 10:00 AM

Ending: 6/11/2011 at 10:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

June 3 11:30 a.m. - 1:30 p.m. & 5:00 p.m. - 10:00 p.m.

June 4 10:00 a.m. - 10:00 p.m.

June 5 11:00 a.m. - 9:00 p.m.

June 6 - June 9 5:00 p.m. - 9:00 p.m.

June 10 11:30 a.m. - 1:30 p.m. & 5:00 p.m. - 10:00 p.m.

June 11 10:00 a.m. - 10:00 p.m.

Start Date: Friday, June 03, 2011

2011::Riverfest Softball Tournament

Location: South Lakes Sport Complex

Location Description: 5300 S Meridian

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Event # 28

Beginning: 6/3/2011 at 7:00 PM

Ending: 6/11/2011 at 10:00 PM

Ongoing:

Fri. June 3: 7:00 p.m.
Sat. June 4: 9:00 a.m.
Sun. June 5: Determined by play schedule
Sat. June 11: 9:00 a.m.

2011::Riverfest Zipline

Location: A. Price Woodard Park

Location Description:

Approvals:

1. Permission to use site.
2. Permission to temporarily install 2 telephone poles per site map.
3. Permission to place zip line across the Arkansas River.

Street Closings:

1. No street closings apply for this event.

Event #

Beginning: 6/3/2011 at 10:00 AM

Ending: 6/11/2011 at 8:30 PM

Ongoing:

June 3: 5:00 p.m. - 8:30 p.m.
June 4: 10:00 a.m. - 8:30 p.m.
June 5: 11:00 a.m. - 8:30 p.m.
June 6 - June 10: 5:00 p.m. - 8:30 p.m.
June 11: 10:00 a.m. - 8:30 p.m.

2011::Sponsor Thank You Party - Special Activity

Location: West Bank

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Event #

Beginning: 6/3/2011 at 7:00 PM

Ending: 6/3/2011 at 10:00 PM

Ongoing:

2011::Star Lumber Floating Stage

Location: Big Arkansas River

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set floating dock stage (20 x 40) in Arkansas River including anchoring stage in riverbed.

Street Closings:

1. No street closings apply for this event.

Event #

Beginning: 6/3/2011 at

Ending: 6/11/2011 at

Ongoing:

Friday, June 3 11:00 a.m. - 19:45 p.m.
Saturday, June 4 10:00 a.m. - 9:30 p.m.
Sunday, June 5 - Thursdy, June 9 11:00 a.m. - 9:00 p.m.
Friday, June 10 11:00 a.m. - 10:00 p.m. Saturday,
June 11 10:00 a.m. - 9:30 p.m.

Start Date: Friday, June 03, 2011

2011::Sundown Parade

Event # 29

Beginning: 6/3/2011 at 6:30 PM

Location: Downtown

Ending: 6 /3 /2011 at 8:00 PM

Location Description:

Approvals:

Ongoing:

1. Ensure that timed sprinklers at City Building are shut off.
2. Arrange for street sweepers following parade and into staging areas.
3. Permission to place 4 food vendors at the following locations: 1st and Main; Douglas and Water; 3rd and Main; Central and Main.
4. Permission to hang banners/signage.
5. Permission to have inflatables in the parade.

Street Closings:

Staging:

5:30PM - 9:00PM

1. Main from 3rd to 10th.
2. Elm from Water to Market.
3. Pine from Wichita to Market.
4. Wichita from Murdock to Central.
5. Wichita from Murdock to 8th St. (both ends)
6. Water from Murdock to Elm.
7. Murdock from Market to Waco.
8. 8th from Water to Market.
9. 9th from Water to Market.
10. 10th from Water to Market.

Central stays open for cross traffic for as long as is practical.

Parade:

6:00PM - 9:00PM

1. Main from 3rd to English.
2. 2nd from McLean to Main.
3. Water from Douglas to 3rd.
4. 3rd from Riverview to Market.
5. Central from Market to Nims.
6. Waco from Douglas to Central.
7. Greenway from Central to Waco.
8. Douglas from McLean to Market.
9. William from Market to Main.
10. Murdock from Waco to Market.

Note: Any traffic exiting the Core Area or to/from the Broadview Hotel, CII personnel and Hyatt Service, will access via Douglas from McLean..

Note: Northwest portion of 2nd & McLean intersection remains open for traffic.

2011::Themed Downtown Walking Trails

Event #

Beginning: 6/3/2011 at

Location: Various Locations

Ending: 6 /11/2011 at

Location Description:

Approvals:

Ongoing:

1. Permission to use sites.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Friday, June 03, 2011

2011::Via Christi Health Reg. Nurses First Aid

Location: Century II

Event #

Beginning: 6/3/2011 at

Ending: 6/11/2011 at

Location Description: NW Ticket Booth

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

Ongoing:

June 3 6:00 p.m. - 10:00 p.m.
June 4 9:00 a.m. - 10:00 p.m.
June 5 11:00 a.m. - 9:00 p.m.
June 6 - 10 6:00 p.m. - 9:00 p.m.

Start Date: Saturday, June 04, 2011

2011::1st Saturday Concert

Location: West Bank Stage

Event #

Beginning: 6/4/2011 at 3:00 PM

Ending: 6/4/2011 at 10:00 PM

Location Description: WBS

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
4. Permission to set one inflatable Wolf (4' x 25').

Street Closings:

1. Douglas from Water to Sycamore (3:00 PM - 11:00 PM)
2. 2nd/1st from McLean to Waco (3:00 PM - 11:00 PM)
3. McLean from Douglas to Maple (3:00 PM - 11:00 PM)
4. Waco from Douglas to 1st (3:00 PM - 11:00 PM)
5. Civic Center at Douglas on North side (3:00 PM - 11:00 PM)
6. Wichita at Douglas on North side (3:00 PM - 11:00 PM)

Ongoing:

Gates Open at 3:00 p.m.

2011::Admirals' Pancake Feed

Location: West Bank

Event # 24

Beginning: 6/4/2011 at 8:00 AM

Ending: 6/4/2011 at 11:30 AM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set Chris Cakes.

Street Closings:

1. No street closings apply for this event.

Ongoing:

2011::Armed Forces Appreciation Day

Location: Veterans Memorial Park

Event #

Beginning: 6/4/2011 at 4:00 PM

Ending: 6/4/2011 at 8:30 PM

Location Description: 339 N. Greenway

Approvals:

1. Permission to use Veterans Memorial Park - 339 N. Greenway
2. Permission to hang banners/signage.
3. Permission to set stage or risers.
4. Permission to set one Pepsi trailer.

Street Closings:

1. No street closings apply for this event.

Ongoing:

Bands begin at 4:00 p.m. - 2 bands playing 2 hour sets.

Start Date: Saturday, June 04, 2011

2011::Bank Of America River Run

Event # 6

Beginning: 6/4/2011 at 7:30 AM

Location: Downtown

Ending: 6 /4 /2011 at 12:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to discharge cannon to start each race.
4. Permission to set media inflatable.

Ongoing:

Ten Kilometer - 7:30 AM
2 Mile Wheelchair 9:30 AM
2 Mile - 9:40 AM
Tot Trot 10:30 AM
Award Ceremony 10K and 2 Mile at finish line

Street Closings:

1. Douglas from St. Francis to McLean (5:30 AM - 11:00 AM)
 2. Emporia from William to 1st (5:30 AM - 11:00 AM)
 3. Topeka from 1st to William (5:30 AM - 11:00 AM)
 4. Broadway from William to 1st (5:30 AM - 11:00 AM)
 5. Market from William to 1st (5:30 AM - 11:00 AM)
 6. Main from 1st to William (5:30 AM - 11:00 AM)
 7. Century II Dr from William to Douglas (5:30 AM - 11:00 AM)
 8. Water at Douglas on North side (5:30 AM - 11:00 AM)
 9. Wichita at Douglas on North side (5:30 AM - 11:00 AM)
 10. Civic Center at Douglas on North side (5:30 AM - 11:00 AM)
 11. Waco from Douglas to 2nd (7:00 AM - 11:00 AM)
 12. Waco from 2nd to 8th (7:00 AM - 10:00 AM)
 13. 1st/2nd from Main to Osage (7:00 AM - 11:00 AM)
 14. 2nd from Main to Waco (7:00 AM - 10:00 AM)
 15. Greenway from Waco to Central (9:00 AM - 11:00 AM)
 16. River View from Greenway to 3rd (9:00 AM - 11:00 AM)
 17. 3rd from Main to Waco (7:00 AM - 10:00 AM)
 18. Central from Main to Waco (7:00 AM - 10:00 AM)
 19. Central from Waco to Museum Dr (9:00 AM - 11:00 AM)
 20. Murdock from Wichita to Stackman/River Blvd Round-A-Bout (7:00 AM - 10:00 AM)
 21. Back Bay from Waco to 9th (7:00 AM - 10:00 AM)
 22. 9th from Jefferson to Bitting (7:00 AM - 10:00 AM)
 23. Bitting/Nims from 9th to River Blvd (7:00 AM - 10:00 AM)
 24. River Blvd from Nims to Murdock (7:00 AM - 10:00 AM)
 25. Stackman Dr from Murdock to Spaulding (7:00 AM - 10:00 AM)
 26. Nims from Murdock to Central (7:00 AM - 10:00 AM)
 27. Spaulding from Stackman Dr to W. Harrison (7:00 AM - 10:00 AM)
 28. Murdock from Carter to Gilman (7:00 AM - 10:00 AM)
 29. Franklin from Carter to Faulkner (7:00 AM - 10:00 AM)
 30. W. Harrison from Carter to Buffum (7:00 AM - 10:00 AM)
 31. Buffum from Harrison to Murdock (7:00 AM - 10:00 AM)
 32. Murdock from Buffum to Amidon (7:00 AM - 10:00 AM)
 33. Faulkner at Murdock on North & South sides (7:00 AM - 10:00 AM)
 34. Litchfield at Murdock on North & South sides (7:00 AM - 10:00 AM)
 35. Porter at Murdock on North & South sides (7:00 AM - 10:00 AM)
 36. Woodrow at Murdock on North & South sides (7:00 AM - 10:00 AM)
 37. Coolidge at Murdock on North side (7:00 AM - 10:00 AM)
 38. Perry at Murdock on North side (7:00 AM - 10:00 AM)
 39. Amidon at Murdock on North side (7:00 AM - 10:00 AM)
 40. Sim Park Dr from Amidon to Museum Dr (7:00 AM - 10:00 AM)
 41. Museum Dr from Pine to Central (7:00 AM - 11:00 AM)
 42. Seneca from Central to McLean (7:00 AM - 11:00 AM)
 43. McLean from Seneca to 2nd (7:00 AM - 11:00 AM)
 44. McLean from 2nd to Douglas (7:00 AM - 12:00 AM)
-

Start Date: Saturday, June 04, 2011

2011::Bicycle X-Change Criterium

Location: Douglas Ave. at CII

Event # 49

Beginning: 6/4/2011 at 1:00 PM

Ending: 6 /4 /2011 at 7:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set 8 x 20 trailer on Douglas in front of CII.

Street Closings:

1. Douglas from Main to McLean (11:00 a.m. - 8:00 p.m.)
 2. Waco from Douglas to 2nd St. 11:00 a.m. - 8:00 p.m.).
 3. 1st Street from Main to McLean 11:00 a.m. - 8:00 p.m.).
 4. Wichita from 2nd Street to Douglas (11:00 a.m. - 8:00 p.m.).
 5. Civic Center Place from 1st to Douglas (11:00 a.m. - 8:00 p.m.).
 6. Water from Douglas to 2nd Street (11:00 a.m. - 8:00 p.m.).
-

2011::Dodge Ball

Location: 2nd Street East of McLean

Event #

Beginning: 6/4/2011 at 11:00 AM

Ending: 6 /4 /2011 at 4:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set fence.

Street Closings:

1. 1st/2nd from Waco to McLean (11:00 AM - 11:00 PM).
-

2011::Jet Ski Racing:The Wild West Water-CrossTour

Location: Big Arkansas River

Event #

Beginning: 6/4/2011 at 10:00 AM

Ending: 6 /5 /2011 at 3:00 PM

Location Description: North of Lewis St. Bridge

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to use waterway from Kansas Wildlife and Park Department.
4. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway and boat ramp.

June 4 10:00 a.m. - 4:00 p.m.
June 5 9:00 a.m. - 2:30 p.m.

Street Closings:

1. No street closings apply for this event.
-

2011::Kansas Health Foundation Tot Trot

Location: West Bank

Event #

Beginning: 6/4/2011 at 10:30 AM

Ending: 6 /4 /2011 at 11:00 AM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Saturday, June 04, 2011

2011::Multiculture Experience with the Wingnuts

Location: Lawrence Dumont Stadium

Event #

Beginning: 6/4/2011 at 3:00 PM

Ending: 6 /4 /2011 at 9:30 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. No street closings apply for this event.
-

2011::Portrait with the Admiral

Location: A. Price Woodard Park

Event # 25

Beginning: 6/4/2011 at 6:30 PM

Ending: 6 /11/2011 at 8:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

June 4 - June 10: 6:00 p.m. - 7:00 p.m.
June 11: 5:00 p.m. - 6:00 p.m.

Street Closings:

1. No street closings apply for this event.
-

2011::Riverfest Motorcycle Rendezvous

Location: 2nd Street East of McLean

Event #

Beginning: 6/4/2011 at 6:00 PM

Ending: 6 /4 /2011 at 10:00 PM

Location Description:

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

Street Closings:

1. See Dodge Ball Street Closings.
-

2011::Riverfest Roller Skating

Location: Carousel Skate Center

Event #

Beginning: 6/4/2011 at 7:30 PM

Ending: 6 /8 /2011 at 10:00 PM

Location Description: 312 N. West St.

Approvals:

1. Permission to use site.
2. Permission to hang banners/signage.

Ongoing:

June 4: 7:30 p.m. - 11:00 p.m.
June 5: 1:30 p.m. - 4:00 p.m.
June 8: 7:30 p.m. - 10:00 p.m.

Street Closings:

1. No street closings apply for this event.
-

2011::Shakespeare in the Park-Taming of the Shrew

Location: Central Riverside Park

Event #

Beginning: 6/4/2011 at 7:00 PM

Ending: 6 /5 /2011 at 8:45 PM

Location Description:

Approvals:

1. Permission to use Central Riverside Park bandshell area and restrooms.
2. Permission to hang banners/signage.
3. Permission to set backdrops/flats.

Ongoing:

June 4: 7:00 p.m. - 8:45 p.m.
June 5: 7:00 p.m. - 8:45 p.m.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Saturday, June 04, 2011

2011::U-Tug	Event #	Beginning: 6/4/2011 at 10:00 AM
Location: Tripodal Grass Area at Century II		Ending: 6 /4 /2011 at 5:00 PM
Location Description:		
Approvals:	Ongoing:	
1. Permission to use site.		
2. Permission to hang banners/signage.		
Street Closings:		
1. No street closings apply for this event.		

2011::WaterWalk Pavilion	Event #	Beginning: 6/4/2011 at 4:00 PM
Location: Lawn South of Hyatt Hotel		Ending: 6 /11/2011 at 10:00 PM
Location Description:		
Approvals:	Ongoing:	
1. Permission to use site.	June 4: 4:00 p.m. - 10:00 p.m.	
2. Permission to hang banners/signage.	June 5: 4:00 p.m. - 10:00 p.m.	
3. Permission to set 1 food vendor each night and 3 alcohol sales locations.	June 6: 5:00 p.m. - 9:00 p.m.	
4. Permission to set 40 x 100 tent.	June 7: 5:00 p.m. - 9:00 p.m.	
5. Permission to set a stage.	June 8: 5:00 p.m. - 9:00 p.m.	
6. Permission to set 4' picket fence.	June 9: 5:00 p.m. - 9:00 p.m.	
7. Permission to set 8 x 10 pod.	June 10: 5:00 p.m. - 9:00 p.m.	
8. Request sprinklers to be turned off beginning Wednesday, June 1st and sprinkler heads marked.	June 11: 4:00 p.m. - 9:30 p.m.	
Street Closings:		
1. No street closings apply for this event.		

Start Date: Sunday, June 05, 2011

2011::Coleman Country Concert	Event #	Beginning: 6/5/2011 at 5:00 PM
Location: West Bank		Ending: 6 /5 /2011 at 10:00 PM
Location Description:		
Approvals:	Ongoing:	
1. Permission to use site.	Gates Open at 5:00 p.m.	
2. Placement of banners and signs.		
Street Closings:		
1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)		
2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)		
3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)		
4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)		
5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)		
6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)		

2011::The Play	Event #	Beginning: 6/5/2011 at 7:00 PM
Location: CII Mary Jane Teall Theatre		Ending: 6 /9 /2011 at 9:00 PM
Location Description:		
Approvals:	Ongoing:	
1. Permission to use site.	June 5: 7:00 p.m. (Doors open at 6:30)	
2. Permission to hang banners/signage.	June 9: 7:00 p.m. (Doors open at 6:30)	
Street Closings:		
1. No street closings apply for this event.		

Start Date: Sunday, June 05, 2011

2011::Treasure Island**Event #****Beginning:** 6/5/2011 at 1:00 PM**Location:** Mid-America All-Indian Center**Ending:** 6 /5 /2011 at 5:00 PM**Location Description:****Approvals:****Ongoing:**

1. Permission to use site.
2. Permission to hang banner/signage.
3. Permission to set photo booth.
4. Permission to set 1 inflatable ride.

Street Closings:

1. No street closings apply for this event.
-

2011::Wingnuts Professional Baseball-Heart of Wich**Event # 7****Beginning:** 6/5/2011 at 5:00 PM**Location:** Lawrence Dumont Stadium**Ending:** 6 /5 /2011 at**Location Description:****Approvals:****Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Monday, June 06, 2011

2011::Hot Air Balloon Glow**Event #****Beginning:** 6/6/2011 at 7:00 PM**Location:** Delano Park**Ending:** 6 /11/2011 at 9:00 PM**Location Description:** Corner of Douglas and McLean**Approvals:****Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

June 6 7:00 p.m. - 9:00 p.m.
June 10 7:00 p.m. - 9:00 p.m.
June 11 7:00 p.m. - 9:00 p.m.

Street Closings:

1. No street closings apply for this event.
-

2011::ICT Reunion at West Bank**Event #****Beginning:** 6/6/2011 at 5:00 PM**Location:** West Bank**Ending:** 6 /6 /2011 at 10:00 PM**Location Description:****Approvals:****Ongoing:**

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)
-

Start Date: Monday, June 06, 2011

2011::Rediscover Nature @ Riverfest

Event #

Beginning: 6/6/2011 at 3:00 PM

Location: Various - See Location Description

Ending: 6/9/2011 at 7:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use Tripodal on Monday, June 6; Central Riverside Park on Tuesday, June 7; South Riverside Park on Wednesday, June 8 and WATER Center on Thursday, June 9.
2. Permission to hang banners/signage.
3. Permission to set 1 - 10 x 20 tent on Monday, June 6.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Tuesday, June 07, 2011

2011::Oldies Concert at West Bank

Event #

Beginning: 6/7/2011 at 5:00 PM

Location: West Bank Stage

Ending: 6/7/2011 at 10:00 PM

Location Description: WBS

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

Gates open at 5:00 p.m.

Street Closings:

1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)
-

2011::Wichita Children's Theatre Production

Event # 38

Beginning: 6/7/2011 at 10:00 AM

Location: CII Mary Jane Teall Theatre

Ending: 6/8/2011 at 6:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to place window signs and directional signage at site.
3. Permission to hang banners/signage.

Tuesday, June 7: 11:00, 1:00, 3:00 & 6:00
Wednesday, June 8: 11:00, 1:00, 3:00 & 6:00

Street Closings:

1. No street closings apply for this event
-

Start Date: Wednesday, June 08, 2011

2011::Case New Holland (CNH) Buckaroo/Buckarette

Event #

Beginning: 6/8/2011 at 5:00 PM

Location: West Bank

Ending: 6/8/2011 at 9:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Wednesday, June 08, 2011

2011::Case New Holland(CNH)Petting Zoo/Pony Rides	Event #	Beginning: 6/8/2011 at 5:00 PM
Location: West Bank		Ending: 6 /8 /2011 at 9:00 PM
Location Description:		
Approvals: <ul style="list-style-type: none">1. Permission to use site.2. Permission to set petting zoo and pony rides.	Ongoing:	
Street Closings: <ul style="list-style-type: none">1. No street closings apply for this event.		
2011::Indian Center Event	Event #	Beginning: 6/8/2011 at 11:00 AM
Location: Mid-America All-Indian Center		Ending: 6 /8 /2011 at 9:00 PM
Location Description:		
Approvals: <ul style="list-style-type: none">1. Permission to use site.2. Permission to hang banners/signage.	Ongoing: 11:00 a.m. - 2:00 p.m. & 7:00 p.m. - 9:00 p.m.	
Street Closings: <ul style="list-style-type: none">1. No street closings apply for this event.		
2011::Riverfest Senior Gala	Event #	Beginning: 6/8/2011 at 7:00 PM
Location: Botanica		Ending: 6 /8 /2011 at 10:00 PM
Location Description:		
Approvals: <ul style="list-style-type: none">1. Permission to use site.2. Permission to hang banners/signage.	Ongoing:	
Street Closings: <ul style="list-style-type: none">1. No street closings apply for this event.		
2011::Wednesday Concert at West Bank	Event #	Beginning: 6/8/2011 at 5:00 PM
Location: West Bank		Ending: 6 /8 /2011 at 10:00 PM
Location Description:		
Approvals:	Ongoing:	
Street Closings: <ul style="list-style-type: none">1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)		

Start Date: Thursday, June 09, 2011

2011::Cajun Food Fest

Event # 9

Beginning: 6/9/2011 at 5:00 PM

Location: West End of Kennedy Plaza/Tripodal Area

Ending: 6 /9 /2011 at 8:30 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to place banners/signage.
3. Permission to conduct temporary business - food sales.
4. Permission to set 30 x 50 tent.

Street Closings:

1. No street closings apply for this event.
-

2011::Tallgrass Film Festival Movie

Event #

Beginning: 6/9/2011 at 7:00 PM

Location: Exploration Place

Ending: 6 /9 /2011 at 9:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.
-

2011::Thursday Concert at West Bank

Event #

Beginning: 6/9/2011 at 5:00 PM

Location: West Bank

Ending: 6 /9 /2011 at 10:00 PM

Location Description:

Approvals:

Ongoing:

Street Closings:

1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)
-

2011::Wahl "Let It Grow" Tour

Event #

Beginning: 6/9/2011 at 5:00 PM

Location: West Bank

Ending: 6 /11/2011 at 10:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to set traveling exhibit and 10 x 10 tent.

June 9 - June 10 5:00 p.m. - 10:00 p.m.
June 11 12:00 p.m. - 10:00 p.m.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Friday, June 10, 2011

2011::2nd Friday West Bank Concert

Location: West Bank Stage

Event #

Beginning: 6/10/2011 at 5:00 PM

Ending: 6/10/2011 at 9:00 PM

Location Description: WBS

Approvals:

Ongoing:

to do

Street Closings:

1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

2011::3rd Annual Funnel Cake Eating Contest

Location: Star Lumber Floating Stage

Event #

Beginning: 6/10/2011 at 7:00 PM

Ending: 6/10/2011 at 7:30 PM

Location Description: Arkansas River at A. Price Woodard Park

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

Street Closings:

1. No street closings apply for this event.

2011::Riverfest Tennis Tournament

Location: Wulz Riverside Tennis Center

Event #

Beginning: 6/10/2011 at 6:00 PM

Ending: 6/11/2011 at 7:30 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.

June 10: 6:00 p.m. - 7:30 p.m.
June 11: 9:00 a.m. - finish

Street Closings:

1. No street closings apply for this event.

2011::The Eagle Medallion Hunt

Location: West Bank Stage

Event #

Beginning: 6/10/2011 at 7:00 PM

Ending: 6/10/2011 at 7:30 PM

Location Description: WBS

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signs.

Street Closings:

1. No street closings apply for this event.
-

Start Date: Saturday, June 11, 2011

2011::2nd Saturday Fireworks	Event #	Beginning: 6/11/2011 at 9:45 PM
Location: Fireworks Locations		Ending: 6/11/2011 at 10:30 PM
Location Description: McLean at LDS/Douglas St. Bridge/Vet. Memorial Park		
Approvals: <ul style="list-style-type: none">1. Permission to use sites - McLean at Lewis; Douglas St. Bridge; Veterans Memorial Park area.2. Western Enterprise Inc. to acquire fireworks permit.3. Permission to hang banners/signage.4. Permission to set chainlink and orange snow fence.	Ongoing:	
Street Closings: <ul style="list-style-type: none">1. See Spirit AeroSystems Rockin' on the River street closings.		
2011::Kansas Lottery 2nd Chance Drawing	Event #	Beginning: 6/11/2011 at 6:00 PM
Location: Douglas West of Waco		Ending: 6/11/2011 at 6:30 PM
Location Description:		
Approvals: <ul style="list-style-type: none">1. Permission to use site.2. Permission to hang banners/signage.3. Permission to place drum on Douglas west of Waco.	Ongoing:	
Street Closings: <ul style="list-style-type: none">1. See Spirit AeroSystems Presents Rockin' on the River Street Closings.		
2011::Pedal Mania	Event #	Beginning: 6/11/2011 at 9:00 AM
Location: Historic Delano		Ending: 6/11/2011 at 3:00 PM
Location Description: West Douglas, McLean to Sycamore and Delano Park		
Approvals: <ul style="list-style-type: none">1. Permission to use site.2. Permission to hang banners/signage.	Ongoing:	
Street Closings: <ul style="list-style-type: none">1. Douglas from McLean to Sycamore (8:30 AM - 3:30 PM).		
2011::Plunge	Event #	Beginning: 6/11/2011 at 3:00 PM
Location: Big Arkansas River		Ending: 6/11/2011 at 5:00 PM
Location Description: From Douglas to Lewis		
Approvals: <ul style="list-style-type: none">1. Permission to use site.2. Permission to hang banners/signage.3. Permission to use waterway from Kansas Wildlife and Park Department.4. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway and boat ramp.	Ongoing: Awards to follow event on Douglas St. Bridge.	
Street Closings: <ul style="list-style-type: none">1. No street closings apply for this event.		

Start Date: Saturday, June 11, 2011

2011::Riverfest Basic Skills Ice Skating Comp		Event # 64	Beginning: 6/11/2011 at 3:00 PM
Location:	Wichita Ice Center		Ending: 6/11/2011 at 5:00 PM
Location Description: 505 W. Maple			
Approvals:		Ongoing:	
1. Permission to use site.			
2. Permission to hang banners/signage.			
Street Closings:			
1. No street closings apply for this event.			
<hr/>			
2011::Riverfest Cruise In		Event #	Beginning: 6/11/2011 at 5:00 PM
Location:	Douglas Ave. at CII		Ending: 6/11/2011 at 9:00 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.			
2. Permission to hang banners/signage.			
3. Permission to set tent. (10 x 10)			
Street Closings:			
1. See Spirit Aerosystems Rockin' on the River street closings.			
<hr/>			
2011::Riverfest Motorcycle Poker Run		Event #	Beginning: 6/11/2011 at 9:00 AM
Location:	2nd Street East of McLean		Ending: 6/11/2011 at 4:00 PM
Location Description:			
Approvals:		Ongoing:	
1. Permission to use site.			
2. Permission to hang banners/signage.			
Street Closings:			
1. 1st/2nd Street from Waco to McLean (9:00 AM - 4:30 PM).			
<hr/>			
2011::SpiritAeroSystemsPresentsRockin'OnTheRiver		Event #	Beginning: 6/11/2011 at 3:00 PM
Location:	West Bank Stage		Ending: 6/11/2011 at 9:00 PM
Location Description: WBS			
Approvals:		Ongoing:	
1. Permission to use site.			
2. Permission to hang banners/signage.			Gates open at 3:00 p.m.
Street Closings:			
1. McLean from Douglas to 2nd St. (8:00 AM - 11:30 PM).			
2. Sycamore from Douglas to McLean (8:00 AM- 11:30 PM).			
3. Waco from 1st to Douglas (8:00 AM - 11:30 PM).			
4. Civic Center Place at Douglas (8:00 AM - 11:30 PM).			
5. Wichita at Douglas (8:00 AM - 11:30 PM).			
6. Douglas from Sycamore to Water (8:00 AM - 11:30 PM).			

Start Date: Saturday, June 11, 2011

2011::Via Christi Celebration

Event #

Beginning: 6/11/2011 at 7:00 PM

Location: Gazebo N. of Douglas St. Bridge

Ending: 6/11/2011 at 9:00 PM

Location Description:

Approvals:

Ongoing:

1. Permission to use site.
2. Permission to hang banners/signage.
3. Permission to release biodegradable, environmentally friendly floating lanterns.

Street Closings:

1. No street closings apply for this event.
-

Riverfest Street Closing Information

There will be street closings in your neighborhood authorized by the Wichita City Council during Riverfest, June 3-11, 2011.

The proposed street closings are available for your review at www.wichitariverfest.com. Any concerns regarding these closings may be shared with The Division of Arts and Cultural Services at 316-462-2787.

**Wichita Festivals, Inc.
1820 E Douglas
Wichita KS 67214**

**Non Profit Org
U S Postage
P A I D
Permit #998
Wichita KS**

2011 Riverfest Street Closings

For assistance during the festivals contact the Festival Command Center
137 N. Waco Wichita, Ks 67214 Phone Fax

Visit our website at www.wichitafestivals.com
Office: 1820 E. Douglas 67214 (316) 267-2817

Some information shown on this page, such as addresses and phone numbers, are of a confidential or personal nature and should not be made public.

Street Closings

Start Date: Monday, May 16, 2011

EventName: 2011::6th Annual Bob Struble Mem. Golf Tournament
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 5/16/2011 at 11:00 AM
End Date: 5/16/2011 at 6:00 PM

Start Date: Friday, May 27, 2011

EventName: 2011::151 N. Waco - NON EVENT
Street Closings: 1. No street closings apply for this event

Event # **Start Date:** 5/27/2011 at 8:00 AM
End Date: 6/13/2011 at 5:00 PM

Start Date: Friday, June 03, 2011

EventName: 2011::40 for 40 Prize Give-Away
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::Chamber Parking Lot - NON EVENT
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::Decor - NON EVENT
Street Closings: 1. No street closings apply for this event

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::Disability Services - "Special Services"
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::KAKE Missing Children Van - A Safe Place
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::Star Lumber Floating Stage
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::Themed Downtown Walking Trails
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::Via Christi Health Reg. Nurses First Aid
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at
End Date: 6/11/2011 at

EventName: 2011::"Kansas Cup" Riverfest Adult IceHockey Tou
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 7:00 AM
End Date: 6/11/2011 at 10:00 PM

EventName: 2011::City Parking Lots - NON EVENT
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 8:00 AM
End Date: 6/11/2011 at 5:00 PM

EventName: 2011::A. Price Woodard Park
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 10:00 AM
End Date: 6/11/2011 at 10:00 PM

EventName: 2011::Cessna Kids' Korner
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 10:00 AM
End Date: 6/11/2011 at 9:00 PM

EventName: 2011::Exploration Place Discount Days
Street Closings: 1. No street closings apply for this event.

Event # 43 **Start Date:** 6/3/2011 at 10:00 AM
End Date: 6/11/2011 at 8:00 PM

EventName: 2011::Riverfest Photo Booth
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 10:00 AM
End Date: 6/11/2011 at 10:00 PM

Street Closings

Start Date: Friday, June 03, 2011

EventName: 2011::Riverfest Zipline

Street Closings: 1. No street closings apply for this event.

EventName: 2011::A. Price Woodard Food Court

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Cox Business Lunch

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Kansas Lottery- Get Your Tickets & Win

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Merchandise - NON EVENT

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Farmer's Insurance Tethered Balloon Rides

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Arkansas River Coalition River Rides

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Croc's Feel the Love Comfort Station

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Paddle Boats on the River

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Riverfest Marketplace

Street Closings: 1. No street closings apply for this event.

EventName: 2011::Kansas Law Enforcement Torch Run

Street Closings: 1. See Sundown Parade Street Closings.

Event #	Start Date: 6/3/2011 at 10:00 AM
	End Date: 6 /11/2011 at 8:30 PM
Event #	Start Date: 6/3/2011 at 11:00 AM
	End Date: 6 /11/2011 at 10:00 PM
Event #	Start Date: 6/3/2011 at 11:00 AM
	End Date: 6 /10/2011 at 2:00 PM
Event #	Start Date: 6/3/2011 at 11:00 AM
	End Date: 6 /11/2011 at 9:00 PM
Event #	Start Date: 6/3/2011 at 11:00 AM
	End Date: 6 /11/2011 at 10:00 PM
Event #	Start Date: 6/3/2011 at 3:30 PM
	End Date: 6 /5 /2011 at 8:30 PM
Event #	Start Date: 6/3/2011 at 5:00 PM
	End Date: 6 /11/2011 at 8:00 PM
Event #	Start Date: 6/3/2011 at 5:00 PM
	End Date: 6 /11/2011 at 9:30 PM
Event #	Start Date: 6/3/2011 at 5:00 PM
	End Date: 6 /11/2011 at 8:00 PM
Event # 18	Start Date: 6/3/2011 at 5:00 PM
	End Date: 6 /5 /2011 at 6:00 PM
Event #	Start Date: 6/3/2011 at 5:45 PM
	End Date: 6 /3 /2011 at 6:20 PM

Street Closings

Start Date: Friday, June 03, 2011

EventName: 2011::Sundown Parade

Street Closings: Staging:

5:30PM - 9:00PM

1. Main from 3rd to 10th.
2. Elm from Water to Market.
3. Pine from Wichita to Market.
4. Wichita from Murdock to Central.
5. Wichita from Murdock to 8th St. (both ends)
6. Water from Murdock to Elm.
7. Murdock from Market to Waco.
8. 8th from Water to Market.
9. 9th from Water to Market.
10. 10th from Water to Market.

Central stays open for cross traffic for as long as is practical.

Parade:

6:00PM - 9:00PM

1. Main from 3rd to English.
2. 2nd from McLean to Main.
3. Water from Douglas to 3rd.
4. 3rd from Riverview to Market.
5. Central from Market to Nims.
6. Waco from Douglas to Central.
7. Greenway from Central to Waco.
8. Douglas from McLean to Market.
9. William from Market to Main.
10. Murdock from Waco to Market.

Note: Any traffic exiting the Core Area or to/from the Broadview Hotel, CII personnel and Hyatt Service, will access via Douglas from McLean..

Note: Northwest portion of 2nd & McLean intersection remains open for traffic.

EventName: 2011::Riverfest Softball Tournament

Street Closings: 1. No street closings apply for this event.

Event # 28 **Start Date:** 6/3/2011 at 7:00 PM
End Date: 6 /11/2011 at 10:00 PM

EventName: 2011::Sponsor Thank You Party - Special Activity

Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 7:00 PM
End Date: 6 /3 /2011 at 10:00 PM

EventName: 2011::40th Anniversary Celebration

Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/3/2011 at 7:30 PM
End Date: 6 /3 /2011 at 9:00 PM

EventName: 2011::Hiland Dairy Ice Cream Social

Street Closings: 1. See Koch Twilight Pops Concert Street Closings.

Event # 19 **Start Date:** 6/3/2011 at 7:30 PM
End Date: 6 /3 /2011 at 9:00 PM

EventName: 2011::Koch Twilight Pops Concert

Street Closings: 1. McLean from Douglas to 2nd (8:30 AM on June 3 - 5:00 PM on June 12).
2. Sycamore from Douglas to 2nd (8:30 AM on June 3 - 5:00 PM on June 12).
3. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
4. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
5. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
6. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
7. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
8. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

Event # 37 **Start Date:** 6/3/2011 at 8:30 PM
End Date: 6 /3 /2011 at 9:40 PM

Street Closings

Start Date: Friday, June 03, 2011

EventName: 2011::Capitol Federal Fireworks

Event #

12

Start Date: 6/3/2011 at 9:45 PM
End Date: 6 /3 /2011 at 10:30 PM

- Street Closings:**
1. Douglas from Waco to Sycamore (6:00 PM - 11:00 PM).
 2. McLean from Douglas to Maple (6:00 PM on 11:00 PM).
 3. 1st/2nd Street from Waco to McLean (9:00 PM - 11:00 PM).

Start Date: Saturday, June 04, 2011

EventName: 2011::Bank Of America River Run

Event #

6

Start Date: 6/4/2011 at 7:30 AM
End Date: 6 /4 /2011 at 12:00 PM

- Street Closings:**
1. Douglas from St. Francis to McLean (5:30 AM - 11:00 AM)
 2. Emporia from William to 1st (5:30 AM - 11:00 AM)
 3. Topeka from 1st to William (5:30 AM - 11:00 AM)
 4. Broadway from William to 1st (5:30 AM - 11:00 AM)
 5. Market from William to 1st (5:30 AM - 11:00 AM)
 6. Main from 1st to William (5:30 AM - 11:00 AM)
 7. Century II Dr from William to Douglas (5:30 AM - 11:00 AM)
 8. Water at Douglas on North side (5:30 AM - 11:00 AM)
 9. Wichita at Douglas on North side (5:30 AM - 11:00 AM)
 10. Civic Center at Douglas on North side (5:30 AM - 11:00 AM)
 11. Waco from Douglas to 2nd (7:00 AM - 11:00 AM)
 12. Waco from 2nd to 8th (7:00 AM - 10:00 AM)
 13. 1st/2nd from Main to Osage (7:00 AM - 11:00 AM)
 14. 2nd from Main to Waco (7:00 AM - 10:00 AM)
 15. Greenway from Waco to Central (9:00 AM - 11:00 AM)
 16. River View from Greenway to 3rd (9:00 AM - 11:00 AM)
 17. 3rd from Main to Waco (7:00 AM - 10:00 AM)
 18. Central from Main to Waco (7:00 AM - 10:00 AM)
 19. Central from Waco to Museum Dr (9:00 AM - 11:00 AM)
 20. Murdock from Wichita to Stackman/River Blvd Round-A-Bout (7:00 AM - 10:00 AM)
 21. Back Bay from Waco to 9th (7:00 AM - 10:00 AM)
 22. 9th from Jefferson to Bitting (7:00 AM - 10:00 AM)
 23. Bitting/Nims from 9th to River Blvd (7:00 AM - 10:00 AM)
 24. River Blvd from Nims to Murdock (7:00 AM - 10:00 AM)
 25. Stackman Dr from Murdock to Spaulding (7:00 AM - 10:00 AM)
 26. Nims from Murdock to Central (7:00 AM - 10:00 AM)
 27. Spaulding from Stackman Dr to W. Harrison (7:00 AM - 10:00 AM)
 28. Murdock from Carter to Gilman (7:00 AM - 10:00 AM)
 29. Franklin from Carter to Faulkner (7:00 AM - 10:00 AM)
 30. W. Harrison from Carter to Buffum (7:00 AM - 10:00 AM)
 31. Buffum from Harrison to Murdock (7:00 AM - 10:00 AM)
 32. Murdock from Buffum to Amidon (7:00 AM - 10:00 AM)
 33. Faulkner at Murdock on North & South sides (7:00 AM - 10:00 AM)
 34. Litchfield at Murdock on North & South sides (7:00 AM - 10:00 AM)
 35. Porter at Murdock on North & South sides (7:00 AM - 10:00 AM)
 36. Woodrow at Murdock on North & South sides (7:00 AM - 10:00 AM)
 37. Coolidge at Murdock on North side (7:00 AM - 10:00 AM)
 38. Perry at Murdock on North side (7:00 AM - 10:00 AM)
 39. Amidon at Murdock on North side (7:00 AM - 10:00 AM)
 40. Sim Park Dr from Amidon to Museum Dr (7:00 AM - 10:00 AM)
 41. Museum Dr from Pine to Central (7:00 AM - 11:00 AM)
 42. Seneca from Central to McLean (7:00 AM - 11:00 AM)
 43. McLean from Seneca to 2nd (7:00 AM - 11:00 AM)
 44. McLean from 2nd to Douglas (7:00 AM - 12:00 AM)

EventName: 2011::Admirals' Pancake Feed

Event #

24

Start Date: 6/4/2011 at 8:00 AM
End Date: 6 /4 /2011 at 11:30 AM

- Street Closings:**
1. No street closings apply for this event.

Street Closings

Start Date: Saturday, June 04, 2011

EventName: 2011::Jet Ski Racing:The Wild West Water-CrossTour
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 10:00 AM
End Date: 6 /5 /2011 at 3:00 PM

EventName: 2011::U-Tug
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 10:00 AM
End Date: 6 /4 /2011 at 5:00 PM

EventName: 2011::Kansas Health Foundation Tot Trot
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 10:30 AM
End Date: 6 /4 /2011 at 11:00 AM

EventName: 2011::Dodge Ball
Street Closings: 1. 1st/2nd from Waco to McLean (11:00 AM - 11:00 PM).

Event # **Start Date:** 6/4/2011 at 11:00 AM
End Date: 6 /4 /2011 at 4:00 PM

EventName: 2011::Bicycle X-Change Criterium
Street Closings: 1. Douglas from Main to McLean (11:00 a.m. - 8:00 p.m.)
2. Waco from Douglas to 2nd St. 11:00 a.m. - 8:00 p.m.).
3. 1st Street from Main to McLean 11:00 a.m. - 8:00 p.m.).
4. Wichita from 2nd Street to Douglas (11:00 a.m. - 8:00 p.m.).
5. Civic Center Place from 1st to Douglas (11:00 a.m. - 8:00 p.m.).
6. Water from Douglas to 2nd Street (11:00 a.m. - 8:00 p.m.).

Event # 49 **Start Date:** 6/4/2011 at 1:00 PM
End Date: 6 /4 /2011 at 7:00 PM

EventName: 2011::1st Saturday Concert
Street Closings: 1. Douglas from Water to Sycamore (3:00 PM - 11:00 PM)
2. 2nd/1st from McLean to Waco (3:00 PM - 11:00 PM)
3. McLean from Douglas to Maple (3:00 PM - 11:00 PM)
4. Waco from Douglas to 1st (3:00 PM - 11:00 PM)
5. Civic Center at Douglas on North side (3:00 PM - 11:00 PM)
6. Wichita at Douglas on North side (3:00 PM - 11:00 PM)

Event # **Start Date:** 6/4/2011 at 3:00 PM
End Date: 6 /4 /2011 at 10:00 PM

EventName: 2011::Multiculture Experience with the Wingnuts
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 3:00 PM
End Date: 6 /4 /2011 at 9:30 PM

EventName: 2011::Armed Forces Appreciation Day
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 4:00 PM
End Date: 6 /4 /2011 at 8:30 PM

EventName: 2011::WaterWalk Pavilion
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 4:00 PM
End Date: 6 /11/2011 at 10:00 PM

EventName: 2011::Riverfest Motorcycle Rendezvous
Street Closings: 1. See Dodge Ball Street Closings.

Event # **Start Date:** 6/4/2011 at 6:00 PM
End Date: 6 /4 /2011 at 10:00 PM

EventName: 2011::Portrait with the Admiral
Street Closings: 1. No street closings apply for this event.

Event # 25 **Start Date:** 6/4/2011 at 6:30 PM
End Date: 6 /11/2011 at 8:00 PM

EventName: 2011::Shakespeare in the Park-Taming of the Shrew
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 7:00 PM
End Date: 6 /5 /2011 at 8:45 PM

EventName: 2011::Riverfest Roller Skating
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/4/2011 at 7:30 PM
End Date: 6 /8 /2011 at 10:00 PM

Start Date: Sunday, June 05, 2011

EventName: 2011::Treasure Island
Street Closings: 1. No street closings apply for this event.

Event # **Start Date:** 6/5/2011 at 1:00 PM
End Date: 6 /5 /2011 at 5:00 PM

Street Closings

Start Date: Sunday, June 05, 2011

EventName: 2011::Coleman Country Concert

Event #

Start Date: 6/5/2011 at 5:00 PM
End Date: 6 /5 /2011 at 10:00 PM

- Street Closings:**
1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

EventName: 2011::Wingnuts Professional Baseball-Heart of Wich

Event #

Start Date: 6/5/2011 at 5:00 PM
End Date: 6 /5 /2011 at

- Street Closings:** 1. No street closings apply for this event.

EventName: 2011::The Play

Event #

Start Date: 6/5/2011 at 7:00 PM
End Date: 6 /9 /2011 at 9:00 PM

- Street Closings:** 1. No street closings apply for this event.

Start Date: Monday, June 06, 2011

EventName: 2011::Rediscover Nature @ Riverfest

Event #

Start Date: 6/6/2011 at 3:00 PM
End Date: 6 /9 /2011 at 7:00 PM

- Street Closings:** 1. No street closings apply for this event.

EventName: 2011::ICT Reunion at West Bank

Event #

Start Date: 6/6/2011 at 5:00 PM
End Date: 6 /6 /2011 at 10:00 PM

- Street Closings:**
1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

EventName: 2011::Hot Air Balloon Glow

Event #

Start Date: 6/6/2011 at 7:00 PM
End Date: 6 /11/2011 at 9:00 PM

- Street Closings:** 1. No street closings apply for this event.

Start Date: Tuesday, June 07, 2011

EventName: 2011::Wichita Children's Theatre Production

Event #

Start Date: 6/7/2011 at 10:00 AM
End Date: 6 /8 /2011 at 6:00 PM

- Street Closings:** 1. No street closings apply for this event

EventName: 2011::Oldies Concert at West Bank

Event #

Start Date: 6/7/2011 at 5:00 PM
End Date: 6 /7 /2011 at 10:00 PM

- Street Closings:**
1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

Start Date: Wednesday, June 08, 2011

EventName: 2011::Indian Center Event

Event #

Start Date: 6/8/2011 at 11:00 AM
End Date: 6 /8 /2011 at 9:00 PM

- Street Closings:** 1. No street closings apply for this event.

EventName: 2011::Case New Holland (CNH) Buckaroo/Buckarette

Event #

Start Date: 6/8/2011 at 5:00 PM
End Date: 6 /8 /2011 at 9:00 PM

- Street Closings:** 1. No street closings apply for this event.

EventName: 2011::Case New Holland(CNH)Petting Zoo/Pony Rides

Event #

Start Date: 6/8/2011 at 5:00 PM
End Date: 6 /8 /2011 at 9:00 PM

- Street Closings:** 1. No street closings apply for this event.

EventName: 2011::Wednesday Concert at West Bank

Event #

Start Date: 6/8/2011 at 5:00 PM
End Date: 6 /8 /2011 at 10:00 PM

- Street Closings:**
1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
 3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
 4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
 5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
 6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

Street Closings

Start Date: Wednesday, June 08, 2011

EventName: 2011::Riverfest Senior Gala

Street Closings: 1. No street closings apply for this event.

Event #	Start Date:	6/8/2011	at 7:00 PM
	End Date:	6 /8 /2011	at 10:00 PM

Start Date: Thursday, June 09, 2011

EventName: 2011::Cajun Food Fest

Street Closings: 1. No street closings apply for this event.

Event #	9	Start Date:	6/9/2011	at 5:00 PM
		End Date:	6 /9 /2011	at 8:30 PM

EventName: 2011::Thursday Concert at West Bank

Street Closings:

1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

Event #		Start Date:	6/9/2011	at 5:00 PM
		End Date:	6 /9 /2011	at 10:00 PM

EventName: 2011::Wahl "Let It Grow" Tour

Street Closings: 1. No street closings apply for this event.

Event #		Start Date:	6/9/2011	at 5:00 PM
		End Date:	6 /11 /2011	at 10:00 PM

EventName: 2011::Tallgrass Film Festival Movie

Street Closings: 1. No street closings apply for this event.

Event #		Start Date:	6/9/2011	at 7:00 PM
		End Date:	6 /9 /2011	at 9:00 PM

Start Date: Friday, June 10, 2011

EventName: 2011::2nd Friday West Bank Concert

Street Closings:

1. Douglas from Water to Sycamore (5:30 PM - 11:00 PM)
2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM)
3. McLean from Douglas to Maple (5:30 PM - 11:00 PM)
4. Waco from Douglas to 1st (5:30 PM - 11:00 PM)
5. Civic Center at Douglas on North side (5:30 PM - 11:00 PM)
6. Wichita at Douglas on North side (5:30 PM - 11:00 PM)

Event #		Start Date:	6/10/2011	at 5:00 PM
		End Date:	6 /10 /2011	at 9:00 PM

EventName: 2011::Riverfest Tennis Tournament

Street Closings: 1. No street closings apply for this event.

Event #		Start Date:	6/10/2011	at 6:00 PM
		End Date:	6 /11 /2011	at 7:30 PM

EventName: 2011::3rd Annual Funnel Cake Eating Contest

Street Closings: 1. No street closings apply for this event.

Event #		Start Date:	6/10/2011	at 7:00 PM
		End Date:	6 /10 /2011	at 7:30 PM

EventName: 2011::The Eagle Medallion Hunt

Street Closings: 1. No street closings apply for this event.

Event #		Start Date:	6/10/2011	at 7:00 PM
		End Date:	6 /10 /2011	at 7:30 PM

Start Date: Saturday, June 11, 2011

EventName: 2011::Pedal Mania

Street Closings: 1. Douglas from McLean to Sycamore (8:30 AM - 3:30 PM).

Event #		Start Date:	6/11/2011	at 9:00 AM
		End Date:	6 /11 /2011	at 3:00 PM

EventName: 2011::Riverfest Motorcycle Poker Run

Street Closings: 1. 1st/2nd Street from Waco to McLean (9:00 AM - 4:30 PM).

Event #		Start Date:	6/11/2011	at 9:00 AM
		End Date:	6 /11 /2011	at 4:00 PM

EventName: 2011::Plunge

Street Closings: 1. No street closings apply for this event.

Event #		Start Date:	6/11/2011	at 3:00 PM
		End Date:	6 /11 /2011	at 5:00 PM

EventName: 2011::Riverfest Basic Skills Ice Skating Comp

Street Closings: 1. No street closings apply for this event.

Event #	64	Start Date:	6/11/2011	at 3:00 PM
		End Date:	6 /11 /2011	at 5:00 PM

Street Closings

Start Date: Saturday, June 11, 2011

EventName: 2011::SpiritAeroSystemsPresentsRockin'OnTheRiver	Event #	Start Date: 6/11/2011 at 3:00 PM
Street Closings: 1. McLean from Douglas to 2nd St. (8:00 AM - 11:30 PM). 2. Sycamore from Douglas to McLean (8:00 AM- 11:30 PM). 3. Waco from 1st to Douglas (8:00 AM - 11:30 PM). 4. Civic Center Place at Douglas (8:00 AM - 11:30 PM). 5. Wichita at Douglas (8:00 AM - 11:30 PM). 6. Douglas from Sycamore to Water (8:00 AM - 11:30 PM).		End Date: 6 /11/2011 at 9:00 PM
EventName: 2011::Riverfest Cruise In	Event #	Start Date: 6/11/2011 at 5:00 PM
Street Closings: 1. See Spirit Aerosystems Rockin' on the River street closings.		End Date: 6 /11/2011 at 9:00 PM
EventName: 2011::Kansas Lottery 2nd Chance Drawing	Event #	Start Date: 6/11/2011 at 6:00 PM
Street Closings: 1. See Spirit AeroSystems Presents Rockin' on the River Street Closings.		End Date: 6 /11/2011 at 6:30 PM
EventName: 2011::Via Christi Celebration	Event #	Start Date: 6/11/2011 at 7:00 PM
Street Closings: 1. No street closings apply for this event.		End Date: 6 /11/2011 at 9:00 PM
EventName: 2011::2nd Saturday Fireworks	Event #	Start Date: 6/11/2011 at 9:45 PM
Street Closings: 1. See Spirit AeroSystems Rockin' on the River street closings.		End Date: 6 /11/2011 at 10:30 PM

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Purchase Option, YMCA (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On August 11, 1998, the City Council approved the issuance of Recreational Facilities Revenue Bonds in an amount not-to-exceed \$9,000,000 to finance facilities for the benefit of the Wichita YMCA (“Tenant”). The bond proceeds were used to construct and equip a new YMCA South Branch facility, complete façade improvements for the YMCA Central Branch and renovate Camp Hyde. In 2003, 2004 and 2005, the City Council authorized early redemption of a total of \$2,500,000 of the 1998 bond principal.

The City received notice from the Tenant of the intention to exercise its purchase option to purchase the YMCA South Branch located at 3405 South Meridian, and Camp Hyde located near Viola, Kansas. The Tenant is waiving its right to purchase the Central Branch at this time due to the fact that the Tenant is pursuing an Industrial Revenue Bond (IRB) issuance to construct and equip a new YMCA Central Branch. A second reading for that IRB occurred at the April 12, 2011 City Council meeting

Analysis: Under the provisions of the IRB Lease Agreement between YMCA (“Tenant”) and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. YMCA made final payment on the bonds in 2008.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the YMCA South Branch and Camp Hyde property to the YMCA and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Bill of Sale

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto The Young Men's Christian Association of Wichita, Kansas, (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, fixtures, machinery, equipment, furnishings and other personal property purchased with the proceeds of the City of Wichita, Kansas, Recreational Facilities Revenue Bonds, Series XI, 1998 (The Young Men's Christian Association of Wichita Project) and constituting the "Improvements" pursuant to the terms of a certain Lease dated as of August 1, 1998, between the Grantor and Grantee (the "Lease") and located on the following described property:

Parcel 1 (Camp Hyde Facility)

The Northwest Quarter of Section 3, Township 29 South, Range 3 West of the Sixth Principal Meridian, except the East 38 rods thereof, Sedgwick County, Kansas.

Parcel 2 (South Branch Facility)

Lot 4, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of May, 2011.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of May 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

EXHIBIT C

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of May, 2011 by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”), and The Young Men’s Christian Association of Wichita, Kansas (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor’s interest in the property situated in Sedgwick County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the date first written above.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of May, 2011, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF WICHITA, KANSAS

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 1997 AND TO THE LEASE DATED AS OF DECEMBER 1, 1997 BY AND BETWEEN SAID CITY AND THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF WICHITA, KANSAS

PROPERTY SUBJECT TO LEASE

- (A) The following described real estate (the “Land”) located in Sedgwick County, Kansas, to wit:

Parcel 1 (Camp Hyde Facility)

The Northwest Quarter of Section 3, Township 29 South, Range 3 West of the Sixth Principal Meridian, except the East 38 rods thereof, Sedgwick County, Kansas.

Parcel 2 (South Branch Facility)

Lot 4, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas.

- (B) The buildings, improvements, machinery and/or equipment now or hereafter acquired, constructed, reconstructed, remodeled or equipped or installed with the proceeds of the Bonds and located on the Land.

The property interests described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN PROPERTY TO THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WICHITA, KANSAS AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Recreational Facilities Revenue Bonds, Series XI, 1998 (The Young Men's Christian Association of Wichita Project) (the "Bonds"), in the aggregate original principal amount of \$9,000,000, for the purpose of acquiring, purchasing, constructing and equipping certain improvements to an existing recreational facility located in the City of Wichita, Kansas (such real property, improvements, machinery and equipment being hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to an Ordinance passed and approved by the governing body of the City on September 1, 1998 (the "Ordinance") and a Trust Indenture dated as of August 1, 1998 (the "Indenture"), between the City and Commerce Bank, N.A., as trustee (the "Trustee"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Issuer"), and The Young Men's Christian Association of Wichita, Kansas, as lessee (the "Tenant"), entered into a Lease dated as of August 1, 1998 (the "Lease"), a notice of which was filed of record at Film 1824, Page 0580 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, Issuer's interest in the Lease was assigned to the Trustee pursuant to an Assignment of Lease dated August 1, 1998; and

WHEREAS, the Tenant has paid in full all of the outstanding Bonds pursuant to terms of the Indenture; and

WHEREAS, pursuant to the Lease, the Tenant has delivered a notice to the City that the Tenant has elected to exercise its purchase option with respect to the portions of the Project identified as the Camp Hyde Facility and the South Branch YMCA Facility and has requested that the City convey title to these portions of the Project to The Young Men's Christian Association of Wichita, Kansas, and the Tenant has also delivered payment of the sum of \$1,000 as required by the Lease; and

WHEREAS, the Tenant has waived its right to purchase the portion of the Project identified as the Central Branch Facility so that the City may maintain title to that portion of the Project so that it may be included in a new bond issue; and

WHEREAS, the City desires to convey said portions of the Project to the Tenant upon

satisfaction of the conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the real and personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The City hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, the Bill of Sale, attached hereto as Exhibit B, and the Special Warranty Deed, attached hereto as Exhibit C, in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement, the Bill of Sale and the Special Warranty Deed, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 3rd day of May, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WICHITA, KANSAS

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND COMMERCE BANK, N.A., AS TRUSTEE, DATED AS OF AUGUST 1, 1998 AND TO THE LEASE DATED AS OF AUGUST 1, 1998 BY AND BETWEEN THE CITY AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WICHITA, KANSAS

PROPERTY SUBJECT TO LEASE

- (A) The following described real estate (the "Land") located in Sedgwick County, Kansas, to wit:

Parcel 1 (Camp Hyde Facility)

The Northwest Quarter of Section 3, Township 29 South, Range 3 West of the Sixth Principal Meridian, except the East 38 rods thereof, Sedgwick County, Kansas.

Parcel 2 (South Branch Facility)

Lot 4, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas.

- (B) The buildings, improvements, machinery and/or equipment now or hereafter acquired, constructed, reconstructed, remodeled or equipped or installed with the proceeds of the Bonds and located on the Land.

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Articulated Wheel Loader Equipment

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

Analysis: On May 3, 2011, the City Council, sitting as the Wichita Airport Authority, will be asked to authorize a capital project for the acquisition of two articulated wheel loaders for snow removal, general excavation and grounds maintenance purposes. It is appropriate to make notice of the intent to use debt financing for this project, with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by City Council.

Financial Considerations: The total budget request is \$400,000 which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

RESOLUTION NO. 11-105

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Articulated Wheel Loader Equipment
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Four Hundred Thousand Dollars (\$400,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$400,000.

SECTION 3. That to the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, May 3, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: Purchase Vendor support for E*Justice Software upgrade

INITIATED BY: Information Technology

AGENDA: Consent

Recommendation: Approve the expenditures for contract labor costs for the E*Justice Upgrade.

Background: Information Technology, Wichita Municipal Court and Wichita Police Department are requesting an upgrade to the E*Justice System that will ensure the Public Safety System continues to provide the functionality required. In June of 2008, there were seven enhancements procured by Wichita Municipal Court. These enhancements streamline data entry, improve handling of warrants, enhance subpoena issuing capabilities and provide increased operational efficiency. On the same date, two enhancements were procured by the Wichita Police Department that improves record “search” capability. Public Safety personnel and the IT Advisory Board have approved the project and the funding.

Enhancements procured:

1. Phone number search enhancement
2. Address search enhancement
3. PVB notices
4. Cash management batch security
5. Active warrant notifications
6. Incident to court case role management
7. OPSI letter modifications
8. Community service calculation
9. Document entry screen & entry audits

A number of other Police, Court and Law projects and legally mandated data access has kept both public safety and IT staff from upgrading the E*Justice System.

Analysis: E*Justice is currently on version 7.6 with 9.3 being the current version. The 7.6 version is not compatible with the implementation of the procured enhancements. The nine enhancements cannot be put into service until E*Justice is upgraded to the new release. While the software is still supported, it is difficult for the vendor to provide the same level of support. City staff will upgrade E*Justice to the latest version (9.3) and E*Justice Solutions will assist staff in upgrading the system, act as a technical resource, and train key staff members. Because of the complexity involved there is a need to involve the vendor in an effort to assist City staff in migrating over several versions. The vast amount of data and the importance of ensuring uptime for this system were major considerations in the use of vendor labor.

Financial Considerations: On June 10, 2008, City Council approved project funding for enhancements and implementation to the E*Justice System in the amount of \$232,370. \$182,968 were paid to Crime

Cog (now E*Justice Solutions) for the enhancements leaving a balance of \$49,402. To cover the cost of E*Justice vendor support for configuration, upgrade, training, travel and contingency in the total amount of \$72,896, Information Technology will allocate \$49,402 that remains in the original project fund account. The additional \$23,494 will be taken from the Public Safety Software Replacement Fund (SRF).

Goal Impact: This project addresses the Safe and Secure goal by improving the efficiency of the Public Safety Records Management System.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the funding for vendor support to upgrade the E*Justice System.

Attachments: None

Second Reading Ordinances for May 3, 2011 (first read on April 26, 2011)

Acquisition by Eminent Domain of Tracts Required for the East 13th street, Hydraulic to Oliver Road Improvement Project. (District I)

ORDINANCE NO. 49-000

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the aquifer recharge and storage project in Sedgwick County and Harvey County, Kansas; designating the lands required for such purposes and directing the City Attorney to file a petition in the District Court of Harvey County, Kansas and in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

Acquisition by Eminent Domain of Tracts Required for the Integrated Local Water Supply Plan. (Harvey County)

ORDINANCE NO. 49-001

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the 13th Street North, Highway I-135 to Oliver street improvement project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

City of Wichita
City Council Meeting
May 3, 2011

TO: Mayor and City Council

SUBJECT: DED2011-02 and DED2011-03 – Dedication of Right-of-Way and Dedication of a sidewalk easement located at the northeast corner of the intersection of 18th Street North and Market Street. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with an Administrative Adjustment Case BZA2010-38. The Dedications are for street right-of-way and the construction of a sidewalk along North Market Street.

Analysis: The Dedications were obtained to meet street right-of-way standards and to provide a location for the construction of a sidewalk.

Financial Considerations: There are no financial considerations in regards to the request.

Goal Impact: The Dedications will promote economic vitality.

Legal Considerations: The Dedications will be recorded with the Register of Deeds by the applicant upon approval of the request.

Recommendation/Actions: It is recommended that the City Council accept the Dedications.



DEDICATION

THIS DEDICATION made this 2 day of March, 2011, by Market Street Lofts, LP, a Kansas Limited Partnership, of the first part and the City of Wichita, Kansas, of the second part.

KNOW ALL MEN BY THESE PRESENTS: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby dedicate, grant, and convey unto the said second party a perpetual right-of-way for street purposes, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying within odd Lots 1,3,5 and 7, Block 8, Fairview Addition, to the City of Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Lot 1, thence along the west line of said Lot 1 on an assumed bearing of N00°51'50"W, 20.50 feet to the POINT OF BEGINNING, thence parallel with the south line of said Lot 1, N88°59'37"E, 8.55 feet; thence N00°51'50"W, 75.39 feet; thence S88°56'39"W, 8.55 feet to the west line of said Lot 7; thence along the west lines of said Lots 1, 3, 5, and 7, S00°51'50"E, 75.38 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 645 square feet or 0.01 acres of land, more or less.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

MARKET STREET LOFTS, LP, A KANSAS LIMITED PARTNERSHIP


_____, Managing Partner
Steven D. Foutch, Managing Partner

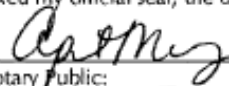
STATE OF MISSOURI, PLATTE COUNTY) ss:

This instrument was acknowledged before me on this 2nd day of March, 2011, by Steven D. Foutch, Managing Partner, Market Street Lofts, LP, a Kansas Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



APRIL L. MCGRAY
My Commission Expires
February 15, 2014
Platte County
Commission #10035285


Notary Public:
My Term Expires: February 15, 2014

J:\Civil\10559_Market Street Lofts\Documents\ Dedication.doc

MKEC
ENGINEERING
CONSULTANTS, INC.

SIDEWALK EASEMENT

THIS EASEMENT made this 2 day of March, 2011, by Market Street Lofts, LP, a Kansas Limited Partnership, of the first part and the City of Wichita, Kansas, of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual non-exclusive right of way and easement, for the purpose of constructing, maintaining and repairing their sidewalks, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

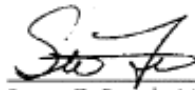
A tract of land lying within odd Lots 1,3,5 and 7, Block 8, Fairview Addition, to the City of Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Lot 1, thence along the west line of said Lot 1 on an assumed bearing of N00°51'50"W, 16.50 feet to the POINT OF BEGINNING, thence parallel with the south line of said Lot 1, N88°59'37"E, 14.55 feet; thence N00°51'50"W, 83.39 feet to the north line of said Lot 7; thence along said north line, S88°56'39"W, 14.55 feet to the northwest corner of said Lot 7; thence along the west line of said Lot 7, S00°51'50"E, 4.00 feet; thence N88°56'39"E, 8.55 feet; thence S00°51'50"E, 75.39 feet; thence S88°59'37"W, 8.55 feet to said west line of Lot 1; thence along said west line, S00°51'50"E, 4.00 feet to the POINT OF BEGINNING.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their sidewalk.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

MARKET STREET LOFTS, LP, A KANSAS LIMITED PARTNERSHIP



Steven D. Foutch, Managing Partner

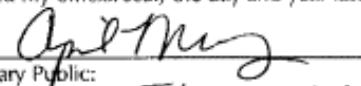
STATE OF MISSOURI, PLATTE COUNTY) ss:

This instrument was acknowledged before me on this 2nd day of March, 2011, by Steven D. Foutch, Managing Partner, Market Street Lofts, LP, a Kansas Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



APRIL L. MCGRAY
My Commission Expires
February 15, 2014
Platte County
Missouri


Notary Public:

My Term Expires: February 15, 2014

A:\Civil\10559_Market Street Lofts LP\Documents\City of Wichita\10559-00002.doc
Upon Recording mail to:
MKEC Engineering Consultants, Inc.
411 N. Webb Rd.
Wichita, KS 67206

MKEC
ENGINEERING
CONSULTANTS, INC.

DEDICATION

THIS DEDICATION made this 2 day of March, 2011, by Market Street Lofts, LP, a Kansas Limited Partnership, of the first part and the City of Wichita, Kansas, of the second part.

KNOW ALL MEN BY THESE PRESENTS: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby dedicate, grant, and convey unto the said second party a perpetual right-of-way for street purposes, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

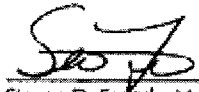
A tract of land lying within odd Lots 1,3,5 and 7, Block 8, Fairview Addition, to the City of Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Lot 1, thence along the west line of said Lot 1 on an assumed bearing of N00°51'50"W, 20.50 feet to the POINT OF BEGINNING, thence parallel with the south line of said Lot 1, N88°59'37"E, 8.55 feet; thence N00°51'50"W, 75.39 feet; thence S88°56'39"W, 8.55 feet to the west line of said Lot 7; thence along the west lines of said Lots 1, 3, 5, and 7, S00°51'50"E, 75.38 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 645 square feet or 0.01 acres of land, more or less.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

MARKET STREET LOFTS, LP, A KANSAS LIMITED PARTNERSHIP


_____, Managing Partner
Steven D. Foutch, Managing Partner

STATE OF MISSOURI, PLATTE COUNTY) ss:

This instrument was acknowledged before me on this 2nd day of March, 2011, by Steven D. Foutch, Managing Partner, Market Street Lofts, LP, a Kansas Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



APRIL L. MCGRAY
My Commission Expires
February 15, 2014
Platte County
Commission #10036265


Notary Public:

My Term Expires: February 15, 2014

J:\Civil\10559_Market Street Lofts\Documents\ Dedication.doc

MKEC
ENGINEERING
CONSULTANTS, INC.

SIDEWALK EASEMENT

THIS EASEMENT made this 2 day of March, 2011, by Market Street Lofts, LP, a Kansas Limited Partnership, of the first part and the City of Wichita, Kansas, of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual non-exclusive right of way and easement, for the purpose of constructing, maintaining and repairing their sidewalks, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying within odd Lots 1,3,5 and 7, Block 8, Fairview Addition, to the City of Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Lot 1, thence along the west line of said Lot 1 on an assumed bearing of N00°51'50"W, 16.50 feet to the POINT OF BEGINNING, thence parallel with the south line of said Lot 1, N88°59'37"E, 14.55 feet; thence N00°51'50"W, 83.39 feet to the north line of said Lot 7; thence along said north line, S88°56'39"W, 14.55 feet to the northwest corner of said Lot 7; thence along the west line of said Lot 7, S00°51'50"E, 4.00 feet; thence N88°56'39"E, 8.55 feet; thence S00°51'50"E, 75.39 feet; thence S88°59'37"W, 8.55 feet to said west line of Lot 1; thence along said west line, S00°51'50"E, 4.00 feet to the POINT OF BEGINNING.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their sidewalk.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

MARKET STREET LOFTS, LP, A KANSAS LIMITED PARTNERSHIP



Managing Partner
Steven D. Foutch, Managing Partner

STATE OF MISSOURI, PLATTE COUNTY) ss:

This instrument was acknowledged before me on this 2nd day of March, 2011, by Steven D. Foutch, Managing Partner, Market Street Lofts, LP, a Kansas Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



APRIL L. MCQUAY
My Commission Expires
February 15, 2014
Platte County
Missouri


Notary Public:

My Term Expires: February 15, 2014

A:\Civil\10559_Market Street Lofts, LP, Document 1110559.doc
Upon Recording send to:
MKEC Engineering Consultants, Inc.
411 M. Webb Rd.
Wichita, KS 67206

MKEC
ENGINEERING
CONSULTANTS, INC.

**City of Wichita
City Council Meeting
May 3, 2011**

TO: Wichita Airport Authority

SUBJECT: Passenger Boarding Bridge Infrastructure Engineering
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: Seven of the twelve gates at the airline terminal of Mid-Continent Airport are currently outfitted with a passenger boarding bridge. Three are owned by the Wichita Airport Authority (Authority) while the others are owned by individual airlines. A project for adding and replacing boarding bridges was originally established on March 5, 2002, and the budget set at \$4,000,000 on August 19, 2003. The project was created prior to the decision to build a new terminal, thus it was later put on hold since planning for the new terminal facility had begun and the airlines and staff determined that it was preferable to wait until the new terminal would be finished instead of making additional improvements to the current terminal. However, due to the delay in providing a replacement terminal, some airlines are now expressing a desire to provide passengers better customer service during this interim period by having boarding bridge capabilities at more gates at the current terminal building, and to replace old bridges that have exceeded service and maintainability life. Since these bridges are among the oldest in the airport industry, parts are extremely difficult to locate, and downtime is increasing due to failure of the equipment. In addition, some of the loading bridges are frequently inoperable due to possible settling of the aging pier foundations that support them and the extreme stress that movement of the bridges places on the foundation. The structural integrity of the concrete is showing signs of failure, and it is affecting the reliability and safety of the bridges. Further, if a new airline begins service at the Airport prior to the opening of the replacement terminal, it will be necessary to provide a loading bridge at a vacant gate in order to support its operations.

The passenger hold room gates and foundations need structural engineering and electrical service evaluations to determine if any modifications would be needed to allow for the continued use of current equipment, or for the installation of replacement reconditioned boarding bridges. An engineering analysis is also required in order to determine if the current terminal infrastructure is capable of handling any additional loading bridges at gates which do not currently have them should an airline desire to install them. Once the evaluation is complete, the feasibility and cost-effectiveness of any structural and/or electrical upgrades will be assessed.

Analysis: It is beneficial to Mid-Continent Airport and the traveling public to support the passenger airlines' quest to provide a higher level of customer service. Good customer service allows the airlines to compete more effectively in a challenging economic environment and to attract passengers. The airlines and Airport have deferred significant upgrades on the existing passenger loading bridges assuming that a new terminal would be open within a reasonable time period. Until a replacement terminal is open and fully operational, the existing facility and boarding bridges must be preserved and maintained at a safe and acceptable level.

A request for proposals was issued to solicit professional engineering services to evaluate the electrical systems in the concourses, to analyze the loading bridge foundations currently in place, and to provide design services to make the necessary modifications. Professional Engineering Consultants (PEC) was the only firm to submit a response. PEC is qualified and a contract has been prepared.

Financial Considerations: The contract amount for study, design and bid phase services is \$36,087 and is within the established project budget. The project will be funded with Airport revenue and/or Passenger Facility Charges.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements that increase customer service for the users of the Airport.

Legal Considerations: The Law Department has approved the Contract as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize necessary signatures.

Attachments: Contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

PROFESSIONAL ENGINEERING CONSULTANTS

THIS CONTRACT, made this _____ day of _____, 2011 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Professional Engineering Consultants, 303 S. Topeka, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Passenger Boarding Bridges Infrastructure (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
- D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.

- E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants,

for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference. The CONSULTANT shall maintain such schedule through the duration of the Project.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- L. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$3,000,000 per claim, with tail coverage extending for 3 years after project completion, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction if financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements shall be provided and maintained. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the Project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT,

its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the Project. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- O. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
 - 1. Within the public domain at the time of its disclosure.
 - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 - 3. Approved by the OWNER for publicity.
 - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

ARTICLE III - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.

- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.
- F. To abate asbestos, as needed, within the work zone.

ARTICLE IV - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter.
 - 1. Payment to the CONSULTANT for the performance of the evaluation and design services shall be a not-to-exceed fee amount of \$29,817.00. (EXHIBIT D)
 - 2. Payment to the CONSULTANT for the performance of the bid phase services shall be a not-to-exceed fee amount of \$6,270. (EXHIBIT D)
 - 3. Payment to the CONSULTANT for the performance of construction phase services shall be negotiated at a later date.
- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.

2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.
 3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
 - C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
 - D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
 - E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
 - G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
 - H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.
- J. The CONSULTANT hereby certifies that:
1. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement.
 2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
 3. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
 4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202

By: _____
Title: _____ VP

By: _____
Title: _____ PRINCIPAL
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: 4-19-11
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C – Project Schedule
EXHIBIT D – Fee Schedule
EXHIBIT E – Map

RECEIVED

APR 15 2011

AIRPORT ENGINEERING

EXHIBIT A

Passenger Boarding Bridge Infrastructure

Evaluation Phase

Scope of Services

(March 1, 2011)

GENERAL: Provides services regarding site evaluation of passenger boarding bridge foundations and concourse electrical systems. More specifically:

- A. Evaluate the passenger boarding bridges foundations at Gates 1, 2, 3, 4, 5, 6, 8, 10, and 11 to accept new boarding bridges.
- B. Design a replacement boarding bridge foundation for Gate 2
- C. Evaluate the concourses electrical systems and design power requirements to provide electrical service for passenger boarding bridges at Gates 1,2, 3, 4, 5, 6, 8, 10, and 11.
- D. Provide bidding phase services.
- D. Deliver to the Owner appropriate drawings and documents in both hard copy and e-files for Airport use.

DESIGN, BID AND CONSTRUCTION PHASE

SCOPE OF SERVICES

The Consultant shall furnish professional services as required for the development of plans, technical specifications, phasing and construction cost estimates for the project in the format and detail required by Airport Engineering. Plans shall be prepared on standard sized sheets, unless otherwise allowed. The Consultant's project manager shall be a professional engineer licensed by the State of Kansas and experienced to manage the project described within the Request for Proposals.

The services provided shall be a cost-effective design that shall have had alternatives evaluated by the Consultant, where applicable. When alternates are evaluated an estimated construction cost estimate comparing the alternatives shall be part of a pre-design submittal. Incidental services may include such items as design approvals by applicable departments and agencies, construction phasing, etc. The Consultant shall provide minutes of all meetings within 5 days of such events.

The Consultant shall submit plans and otherwise make arrangements, obtain permits and clearances with all review agencies. The Owner shall pay for any design phase plan review and permitting fees.

Consultant shall anticipate the work shall be a unit priced project and provide construction cost information in an appropriate format.

Consultant shall insure the plans show adequate horizontal and vertical control to allow the contractor to stake and build the project. Airport Engineering has established a system of benchmarks that shall be used, when applicable.

Field notes, drawings, specifications and other pertinent project records are to be provided via hard copies, CD-ROM, or other acceptable media, all labeled. The plan files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved by Airport Engineering during the preliminary design phase. Text fonts other than standard AutoCAD files are to be included with drawing files.

The Consultant will not be allowed to provide services for the contractor, such as construction staking or testing.

PHASE I – DESIGN PHASE

1. Pre-Design: Prior to the start of design the Consultant shall meet with Airport staff for a pre-design meeting. In addition to covering the elements of the project the pre-design meeting shall be used to acquaint the Consultant with the Airport procedures.

2. Data Collection/Field Surveys: Provide technical personnel and equipment to obtain data as required for the design. Airport Engineering staff will provide available record drawings and prior relevant studies to aid the work however the Consultant shall be responsible for verifying the accuracy of the information. Airport Engineering will provide available Airport bench mark data to be used for the project.
3. Preliminary Design: Submit two (2) copies of the preliminary design for review. The preliminary design shall include the project's footprint, preliminary drainage issues and solutions, preliminary utility issues and solutions. A preliminary construction cost estimate shall be a part of this submittal. Consultant shall meet with Airport staff to discuss the submittal. Provide to the Airport the technical information needed for the storm water pollution prevention plan.
4. Office Check: Submit two (2) copies of the office check plans and applicable supplemental technical specifications for review. Airport Engineering staff shall provide the specifications PART I, BIDDING/CONTRACTING INFORMATION and PART II, GENERAL CONDITIONS. The Consultant shall assist with preparing the bid form information and miscellaneous activities to allow assemble a complete specification by the Consultant. Customizing the specifications and/or developing technical specifications shall be considered part of the Consultants responsibility. An updated construction cost estimate shall be a part of this submittal. Consultant shall meet with Airport staff to discuss the submittal and field check the plans with the staff.

During this stage of the project resolve with the utility companies and the Airport the utility conflicts. Anticipate individual meetings with each utility company to resolve the issues.

On projects needing permits (such as from the Office of Central Inspection, the FAA Form 7460-1, Notice of Proposed Construction or Alteration or the Discharge from Construction Activities NPDES General Permit for Storm Water) the Consultant shall assist Airport Engineering staff in preparing the application(s). Airport Engineering staff will make the actual application(s).

5. Final Design: Prepare 100% plans and specifications along with an itemized construction cost estimate. Once there is final approval of the design deliver the original tracings, and a hard copy of the complete specifications to the Airport for printing. Also deliver an e-file (AutoCAD) of the plans and Word files of the specifications. Consultant shall submit documents for plan review, if applicable, in time for the review comments to be incorporated into the bid package.

PHASE II -- BIDDING PHASE

6. Pre-Bid Meeting: Consultant shall conduct the pre-bid meeting at the Airport. Included with this meeting will be a site tour where the Consultant will attend and explain the project.
7. Bidding Period: Consultant shall be responsible to answer technical questions and develop addenda.
8. Construction Cost Estimate: Provide a final construction cost estimate that will be considered the official Engineer's Opinion of Probable Construction Cost.

PHASE III -- CONSTRUCTION RELATED SERVICES PHASE

9. Pre-Construction Meeting: Consultant shall conduct the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operational and environmental.
10. Construction Period: Consultant shall provide these services:
 - Shop drawing reviews.
 - Periodic and final pay request reviews.
 - Answer technical questions.
 - Observe and evaluate testing for acceptance.
 - Prepare change orders and independently review contractor provided costs and time changes for appropriateness.
 - Site visits and documentation to the extent the Consultant is able to provide a Certificate of Acceptance on the work and provide such after the completion of construction. The Certificate of Acceptance shall be on letterhead, signed and sealed by the project manager.
 - On-site weekly project meetings and resolution of technical issues are considered part of this item. Site visits, as a minimum shall occur during critical removal and installation activities.
 - Final inspection with a punch list.
11. Post Construction: Consultant shall provide these services:

- Consultant shall ensure the closeout documents are provided by the contractor.
- Within 30 days of substantial completion the Consultant shall prepare record drawings and furnish one set of prints for Owner review. Once the review is complete provide within 15 days one set of reproducible and electronic files of the plans and specifications to the Owner.
- Within 30 days of substantial completion the Consultant shall provide a photocopy of the on-site inspection and observation logs, bound and labeled.
- When applicable, the Consultant shall provide whatever documentation is needed to satisfy the City of Wichita regarding systems tied into the water, sanitary and storm sewer systems.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

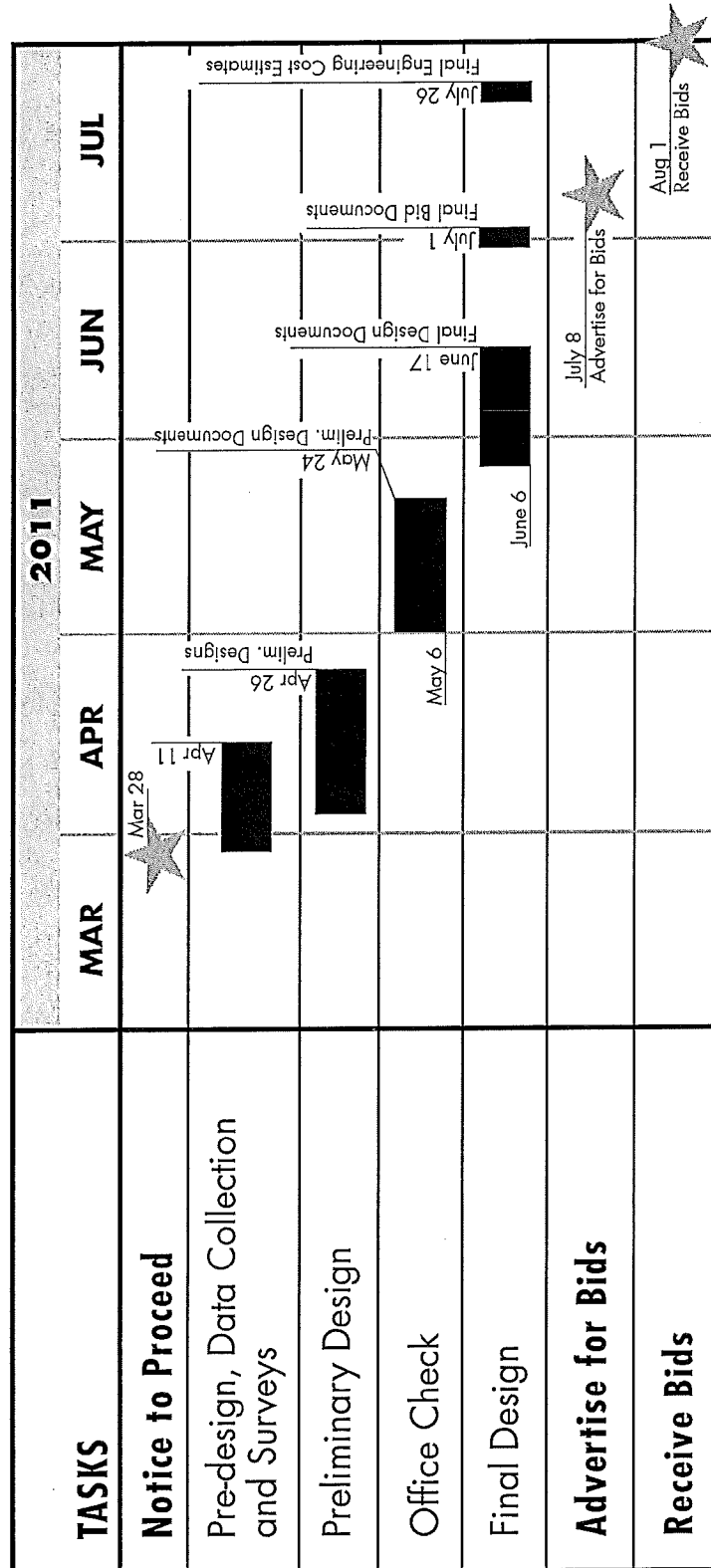


EXHIBIT D

Phase IA - Design Phase (Evaluation of Gates 1,2,3,4,5,6,8,10,& 11 Foundations)

<u>Classification</u>	<u>Pre-Design</u>	<u>Data Collection</u>	<u>Prelim Design</u>	<u>Office Check</u>	<u>Final Design</u>	<u>Total Hours</u>	<u>Rate</u>
Principal	2	1	2	1	3	9	\$ 125.00 \$ 1,125.00
Project Manager	2	3	4	2	2	13	\$ 120.00 \$ 1,560.00
Structural Engineer	0	8	16	2	8	34	\$ 96.00 \$ 3,264.00
Structural Tech	0	2	2	0	3	7	\$ 70.00 \$ 490.00
Electrical Engineer	0	0	0	0	0	0	\$ 96.00 \$ -
Electrical Tech	0	0	0	0	0	0	\$ 70.00 \$ -
Civil Engineer	0	0	0	0	0	0	\$ 96.00 \$ -
Civil Tech	0	0	0	0	0	0	\$ 70.00 \$ -
Survey Crew (3 man)	0	0	0	0	0	0	\$ 175.00 \$ -
Survey Tech	0	0	0	0	0	0	\$ 70.00 \$ -
						Subtotal	\$ 6,439.00

Phase IB - Design Phase (Design of Gate 2 Foundation)

<u>Classification</u>	<u>Pre-Design</u>	<u>Data Collection</u>	<u>Prelim Design</u>	<u>Office Check</u>	<u>Final Design</u>	<u>Total Hours</u>	<u>Rate</u>
Principal	1	0	2	1	2	6	\$ 125.00 \$ 750.00
Project Manager	1	1	2	2	2	8	\$ 120.00 \$ 960.00
Structural Engineer	0	6	8	2	8	24	\$ 96.00 \$ 2,304.00
Structural Tech	0	2	2	0	9	13	\$ 70.00 \$ 910.00
Electrical Engineer	0	0	0	0	0	0	\$ 96.00 \$ -
Electrical Tech	0	0	0	0	0	0	\$ 70.00 \$ -
Civil Engineer	0	0	0	0	0	0	\$ 96.00 \$ -
Civil Tech	0	0	0	0	0	0	\$ 70.00 \$ -
Survey Crew (3 man)	0	0	0	0	0	0	\$ 175.00 \$ -
Survey Tech	0	0	0	0	0	0	\$ 70.00 \$ -
						Subtotal	\$ 4,924.00

Phase IC- Design Phase (Evaluate electrical systems & design for Gates 1,2,3,4,5,6,8,10 &11 bridges)

<u>Classification</u>	<u>Pre-Design</u>	<u>Data Collection</u>	<u>Prelim Design</u>	<u>Office Check</u>	<u>Final Design</u>	<u>Total Hours</u>	<u>Rate</u>
Principal	1	1	1	1	2	6	\$ 125.00 \$ 750.00
Project Manager	1	2	4	2	6	15	\$ 120.00 \$ 1,800.00

Structural Engineer	0	0	0	1	4	5	\$ 95.00	\$ 480.00
Structural Tech	0	0	0	0	2	2	\$ 70.00	\$ 140.00
Electrical Engineer	0	0	12	3	8	33	\$ 96.00	\$ 3,168.00
Electrical Tech	0	0	4	0	10	18	\$ 70.00	\$ 1,260.00
Civil Engineer	0	0	8	6	16	46	\$ 96.00	\$ 4,416.00
Civil Tech	0	0	6	0	12	26	\$ 70.00	\$ 1,820.00
Survey Crew (3 man)	0	0	18	0	0	18	\$ 175.00	\$ 3,150.00
Survey Tech	0	0	16	0	0	16	\$ 70.00	\$ 1,120.00
							Subtotal	\$ 18,104.00

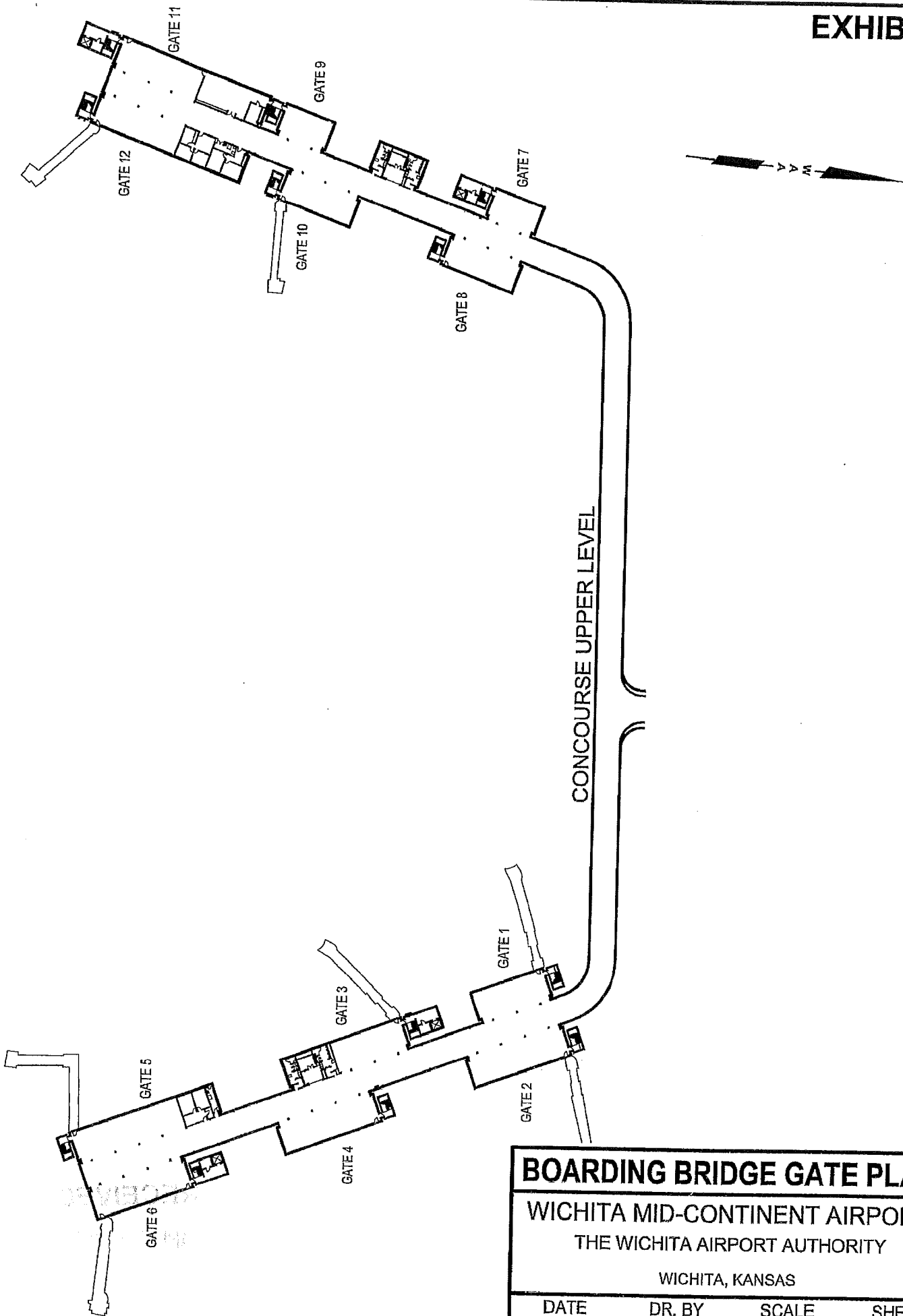
Phase I- Design Phase Summary

<u>Classification</u>	<u>Pre-Design</u>	<u>Data Collection</u>	<u>Prelim Design</u>	<u>Office Check</u>	<u>Final Design</u>	<u>Total Hours</u>	<u>Rate</u>	
Principal	4	2	5	3	7	21	\$ 125.00	\$ 2,625.00
Project Manager	4	6	10	6	10	36	\$ 120.00	\$ 4,320.00
Structural Engineer	0	14	24	5	20	63	\$ 96.00	\$ 6,048.00
Structural Tech	0	4	10	0	13	27	\$ 70.00	\$ 1,890.00
Electrical Engineer	0	12	10	3	8	33	\$ 96.00	\$ 3,168.00
Electrical Tech	0	4	4	0	10	18	\$ 70.00	\$ 1,260.00
Civil Engineer	0	8	16	6	16	46	\$ 96.00	\$ 4,416.00
Civil Tech	0	6	8	0	12	26	\$ 70.00	\$ 1,820.00
Survey Crew (3 man)	0	18	0	0	0	18	\$ 175.00	\$ 3,150.00
Survey Tech	0	16	0	0	0	16	\$ 70.00	\$ 1,120.00
							Ph. I Total	\$ 29,817.00

Phase II - Bidding

<u>Classification</u>	<u>Pre-Bid Mtg</u>	<u>Bidding Assist.</u>	<u>Cost Estimate</u>	<u>Total Hours</u>	<u>Rate</u>	
Principal	3	1	2	6	\$ 125.00	\$ 750.00
Project Manager	3	3	4	10	\$ 120.00	\$ 1,200.00
Structural Engineer	0	8	10	18	\$ 96.00	\$ 1,728.00
Structural Tech	0	0	0	0	\$ 70.00	\$ -
Electrical Engineer	3	3	3	9	\$ 96.00	\$ 864.00
Electrical Tech	0	0	0	0	\$ 70.00	\$ -
Civil Engineer	0	8	10	18	\$ 96.00	\$ 1,728.00
Civil Tech	0	0	0	0	\$ 70.00	\$ -
Survey Crew	0	0	0	0	\$ 175.00	\$ -
Survey Tech	0	0	0	0	\$ 70.00	\$ -
					Ph. II Total	\$ 6,270.00

EXHIBIT E



BOARDING BRIDGE GATE PLAN

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/1/11	H.G.O.	1" = 100'	1 of 1

**City of Wichita
City Council Meeting
May 3, 2011**

TO: Wichita Airport Authority

SUBJECT: Taxiway H and H1 West Site Development
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: This project was initially approved by the Wichita Airport Authority on March 22, 2011, to study the area between Pueblo Road, Airport Road, Harry Street and Taxiway H, and provide site development options addressing elements such as utilities, drainage, pavements and landscaping to accommodate tenant development. Professional Engineering Consultants (PEC) was selected to provide consulting services with the initial contract of \$18,175. A project budget of \$75,000 was approved on April 19, 2011.

Analysis: The Airport's responsibility to the tenant is to provide engineering design and construction of site support infrastructure and to prepare plans and specifications for utilities and drainage, an access road, and a connecting taxiway in the study area. A supplemental agreement with PEC has been prepared to provide the engineering design services.

Financial Considerations: The supplemental agreement is a not-to-exceed sum of \$32,224 to cover design and bid phase services and is within the existing budget of \$75,000. The project will be funded with General Obligation bonds repaid from Airport revenue.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow development of Airport property for revenue-producing tenant use.

Legal Considerations: The Law Department has approved this agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 South Topeka

Wichita, Kansas

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated March 22, 2011 covering Consulting Services to be provided by the CONSULTANT in conjunction with Taxiway H and H-1 Site Development (PROJECT) at Wichita Mid-Continent Airport, Sedgwick County, Kansas, and,

WHEREAS, the OWNER now desires to modify the SCOPE OF SERVICES,

WHEREAS, Article IV, Item A.2 provides that upon request by the OWNER the CONSUTLANT will prepare an estimate of the fee for design phase services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

The Scope of Services shall be modified to include the following:

I. SCOPE OF SERVICES (ADDITIONAL).

A. DESIGN SERVICES. When authorized by the OWNER, the CONSULTANT will proceed with the preparation of Final Engineering Plans, Contract Documents and Cost Estimates for the following elements;

1. Conduct field surveys as required to prepare base plans showing topographic features including fences, utilities, and other pertinent data.
2. Prepare a construction bid package consisting of plans and details for grading, drainage, paving, utilities, temporary and permanent erosion control features, fencing modifications, construction sequence, summary of quantities and other miscellaneous minor details for final construction documents. Specifically, the following improvements are to be part of the design:
 - a. Approximately 410 l.f. concrete driveway and associated drainage.
 - b. Approximately 350 l.f. water main extension.
 - c. Approximately 350 l.f. sanitary sewer main extension.
 - d. Approximately 350 l.f. electric duct bank.
 - e. Approximately 1000 l.f. telecommunications duct.
 - f. Extension of Taxiway H-1 concrete pavement approximately 35 l.f., and concrete intersection between Taxiway H-1 and tenant apron.
 - g. Taxiway edge lighting changes.
 - h. Sectionalizer for electrical system.
 - i. Coordinate with KGS for gas line location.
 - j. Evaluate tenant proposals and site plans.
3. Prepare technical specifications for a separate bid package for the purchase of an electric transformer.
4. Meet with OWNER periodically to discuss matters pertinent to the design. Develop minutes of each meeting and distribute copies to involved parties.
5. Prepare technical specifications. Front-end documents are to be provided by OWNER.
6. Meet with OWNER for 30% Concept, 90% Office Check and Final plan reviews. 90% review shall include specification and construction cost estimate. Submit (2) sets of plans to OWNER for each review.
7. Make revisions to construction documents based on OWNER comments and submit two (2) sets of final plans and specifications with updated construction cost estimate.

B. BID PHASE SERVICES. When requested by the OWNER, the CONSULTANT shall perform the following tasks in conjunction with the advertising and bidding.

1. Print Final plans and specifications. Printing costs to be billed directly to OWNER and are not included in stated fees.
2. Distribute plans and specifications to the “plan room” sites.
3. Prepare addenda if required.
4. Entertain questions from prospective bidders.
5. Facilitate Pre-bid conference.
6. Prepare “official” Engineers Estimate of Construction Cost.

II. TIME OF SERVICES.

- A. CONSULTANT shall commence work stipulated in the Supplemental Agreement upon receipt of Authorization to Proceed from the OWNER.
- B. Original schedule is no longer in effect and the CONSULTANT shall complete the SCOPE OF SERVICES, except Item 3, within 45 calendar days from authorization to proceed with design, except for circumstances beyond the control of the CONSULTANT. Item 3 of the SCOPE OF SERVICES (Transformer bid package) shall be completed within 20 calendar days of authorization to proceed.

III. THE OWNER AGREES.

- A. To pay the CONSULTANT in accordance with the provisions of Article IV of this Supplemental Agreement.
- B. To provide Specifications Part I - Bidding/Contracting Information and Documents and Part II - General Conditions plus applicable technical sections.

IV. PAYMENT PROVISIONS.

- A. Design Phase Services: Payment to the CONSULTANT for performance of Design Services shall be on the basis of cost-plus a net fee. The net fee shall be \$3,725.00. The total cost, including net fee, shall not exceed \$32,225.00. See Exhibit A-1.

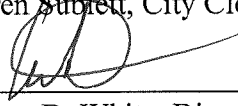
B. Bid Phase Services: Payment to the CONSULTANT for performance of Bid Phase services shall be on the basis of a separate Lump Sum amount of \$3,765.00 (Exhibit A-2).

The parties hereunto mutually agree that all provisions and requirements of the original agreement not specifically modified by Supplemental Agreement shall remain in force and effect.

IN WITNESS THEREOF, the OWNER and CONSULTANT have executed this Supplemental Agreement as of this _____ day of _____, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____ By: _____
Karen Sublett, City Clerk Carl Brewer, President "OWNER"
By:  _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 S. Topeka
Wichita, Kansas

By: Richard A. Schlitt By: Dave Hubbard
Title: Secretary / Treasurer Title: Director

APPROVED AS TO FORM: Gay Vlebauskis/9/11/11 Date: 4-19-11
Director of Law

ATTACHMENTS: EXHIBITS A-1 & A-2 – Fee Schedules

RECEIVED

APR 18 2011

AIRPORT ENGINEERING

Project: Taxiway H & H-1 Area West Development Design
Location: Wichita, KS.
Airport: Mid-Continent

Exhibit A-1

Date: April 11, 2011

Phase I: Final Plans, Specifications and Cost Estimates

Construction Plans/Specs/Estimate		Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item								
1.1	Gather Record Information, Research Old Plans		2					
1.2	Pre-Design Meeting		2					
1.3	Prepare Survey Request		1					
1.4	Prepare Base Plans from Survey and Record Drawings						6	6
1.5	Prepare Title Sheet, Key Map, General Notes, Index		4				4	4
1.6	Preliminary Design, Grading, Drainage, and Paving		14				10	10
1.7	Prepare Typical Sections		3				2	2
1.8	Prepare Pavement and Jointing Details		2				2	2
1.9	Underdrain Design		2				1	1
1.10	Prepare Drainage Plan/Profile		4				6	6
1.11	Prepare Water Main plan/profile		4			6	6	6
1.12	Prepare Water Line Details		2			2	4	4
1.13	Prepare Sanitary Sewer Plan/Profile		2			6	6	6
1.14	Prepare Sanitary Sewer Details		1			2	2	2
1.15	Prepare Overall Utility Layout Plan		10			6	8	8
1.16	Prepare Electric Duct Bank Plan/Profile			24			6	6
1.17	Prepare Electric Details			2			2	2
1.18	Prepare Telecommunications Duct Plan/Profile			10			3	3
1.19	Prepare Telecommunications Details			1			1	1
1.20	Prepare Sequencing/Coordination Plan(s)		4				6	6
1.21	Coordinate Design with Tenant Design		3					
1.22	Prepare Technical Specifications		4					0
1.23	Submit Preliminary Plans to WAA		1			2	2	2
1.24	Prepare Preliminary Construction Cost Estimate		2					0
1.25	Plan Review Meeting		2					0
1.26	QC/QA/Coordination/Administration	2	3					0
1.27	Revise Title Sheet/Key Map/General Notes, Index		3				4	4
1.28	Final Design of Grading, Drainage, and Paving		16				12	12
1.29	Revise Typical Sections		1				1	1
1.30	Revise Other Grading, Drainage, and Paving Plans and Details		10				12	12
1.31	Revise Water Main plans and details		1			2	2	2
1.32	Revise Sanitary Sewer plans and details		1			2	2	2
1.33	Revise Utility Layout Plan		3			4	4	4
1.34	Revise Electric Duct Bank Plan/Profile		1	12			3	3

EXPENSES:	
Printing & Reproduction (at cost)	\$200.00
CAD (135 hrs @ \$16.00)	\$2,160.00
TOTAL =	<u>\$2,360.00</u>

DIRECT LABOR		\$10,747.00
OVERHEAD	131.12%	\$14,091.47
SUBTOTAL		\$24,838.47
PROFIT	15%	\$3,725.77
EXPENSES		\$2,360.00
SUBCONTRACT COSTS		
	Survey-Baughman Co.	\$1,300.00
	SUBTOTAL	\$1,300.00
TOTAL FEE PHASE I (NOT TO EXCEED)		\$32,225

Project: Taxiway H & H-1 Area West Development Design										Exhibit A-2	
Location: Wichita, KS.										Date: April 14, 2011	
Airport: Mid-Continent											
Phase II: Bid Phase											
Construction Plans/Specs/Estimate				Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense	
Item											
1.1	Prepare and Conduct Pre-bid meeting			4	6						
1.2	Distribute Plans and Specs to Plan Rooms				2			6			
1.3	Prepare Addenda			2	6						
1.4	Answer questions from bidders			2	8						
1.5	Prepare official engineer's estimate				2						
TOTAL				8	24	0	0	6	0	0	

TOTAL HOURS FOR PHASE I =	8	24	0	0	6	0	0	0
HOURLY RATES =	\$45.00	\$38.00	\$33.50	\$28.00	\$24.00	\$20.00	\$16.00	\$0.00
SUBTOTAL =	\$360.00	\$912.00	\$0.00	\$0.00	\$144.00	\$0.00	\$0.00	\$0.00

TOTAL HOURS = 38
TOTAL DIRECT LABOR = \$1,416.00

EXPENSES:	
TOTAL =	\$0.00

DIRECT LABOR		\$1,416.00
OVERHEAD	131.12%	\$1,856.66
SUBTOTAL		\$3,273.00
PROFIT	15%	\$492.00
EXPENSES		\$0.00
SUBCONTRACT COSTS		
SUBTOTAL		\$0.00
TOTAL FEE PHASE I (LUMP SUM)		\$3,765



April 11, 2011

Dar Cronk, P.E.
Professional Engineering Consultants
303 S. Topeka Ave.
Wichita, KS 67202

**RE: Site Topography Survey
Wichita Airport Property**

Dar,

I have provided herein our proposal for the surveying services for the above referenced project as identified in the attachment. Our Fee Proposal to complete the survey as specified will be \$ 1300.

We can provide this to you in 7 calendar days. If you are in agreement with this proposal, please sign below and return a copy to our office.

Accepted

Date

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE
ARCHITECTURE

Sincerely,

Baughman Company, PA

N. Brent Wooten, P.E.
President

cc: file

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

City of Wichita
City Council Meeting
May 3, 2011

TO: Wichita Airport Authority

SUBJECT: Articulated Wheel Loader Equipment Acquisition
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget.

Background: The Capital Improvement Program includes a project to purchase wheel loaders for assistance in clearing runways and other airfield pavements.

Analysis: The functionality and reliability of this equipment is critical in order to accomplish airfield, aircraft parking ramp and parking lot snow removal during winter weather events. The design of this equipment is consistent with Federal Aviation Administration standards for snow removal vehicles and current industry trends. This new equipment will allow the Airport to clear frozen contaminated material from paved surfaces in a more reliable, efficient and economical manner during winter season snow and ice events. During non-winter season periods, the equipment will be used for general excavation and grounds maintenance purposes. These two vehicles will be replacing older and unreliable equipment that will be phased out.

Financial Considerations: Bids will be received through the Board of Bids process. This project will be funded through General Obligation bonds repaid from Airport revenues. A project budget is requested in the amount of \$400,000 to cover the equipment and related expenses.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through providing a safe aviation environment for users of Mid-Continent Airport.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority initiate the capital project and approve the budget.

Attachments: None.

**City of Wichita
City Council Meeting
May 3, 2011**

TO: Wichita Airport Authority

SUBJECT: HNTB Supplemental Agreement No. 14
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 14.

Background: HNTB has been serving as the master design team for the Air Capital Terminal 3 (ACT 3) project since 2006 in order to integrate and sequence various related elements of the overall terminal area redevelopment program. The following table depicts the original contract with HNTB and the supplemental agreements through No. 14:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$12,660,000	ACT 3 Design, Bid and C.A. Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009
SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009
SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	<u>19,406</u>	Stormwater Study, Sidewalk & Floor	5/3/2011
	\$14,225,658	Total Contract	

Analysis: The proposed changes to the contract are to study options for the terminal project to comply with the new stormwater regulations, to provide modifications to the terminal sidewalk, and to modify the plans to provide a more durable interior floor surface in airline and other tenant leased areas to reduce maintenance costs. The stormwater study phase is expected to take ten weeks from the time the work is authorized to proceed. Once the stormwater study is concluded, the recommended design changes will need to be approved and implemented. This additional design work may impact the schedule for bidding

the project, thus the study must move forward in a swift manner. Supplemental Agreement No. 14 has been prepared for the professional services.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of \$19,406. The current project budget will cover this expense.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the construction of the proposed replacement airline passenger terminal and related projects.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 14.

SUPPLEMENTAL AGREEMENT NO. 14
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE WICHITA AIRPORT AUTHORITY, "OWNER",
AND
HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

A. ASP-29a Colored Concrete at Terminal Sidewalk. The scope includes:

1. Propose locations and color for single color concrete walk accent sections at the four main Terminal entrance vestibules, and possibly at crosswalks and/or other areas recommended by the design team. Consider using the existing concrete walk joint patterns shown on the drawings. Recommendations will be presented using plans. Two options for accent color locations will be provided.
2. Meet with airport staff for review and approval of accent areas. Meeting to be facilitated by Program Manager with Design Team participating by phone.
3. Modify the Package 12 drawings and specifications to incorporate the changes.

B. ASP-29b Polished Concrete at Terminal Back of House Floors. The scope includes

1. Confirm locations to have polished and sealed concrete floor finish, based on the Wichita Terminal Finish Schedule, dated 3/24/2011, provided to HNTB.
2. Provide recommended specifications for concrete polishing and sealer.

3. Meet with airport staff for review and approval of material, specification and locations. Meeting to be facilitated by Program Manager with Design Team participating by phone.
 4. Modify the Package 12 drawings and specifications to incorporate the changes.
- C. ASP-31 Provide services for preparation of a stormwater quality study report that demonstrates the intent to comply with the City of Wichita's newly enacted stormwater quality management requirements. The scope includes
1. Perform design computations/analysis of the stormwater runoff from the Terminal site. Computations will be in accordance with the guidelines presented in the City's Stormwater Manual.
 2. Develop/determine two options for meeting the requirements of the new regulations for stormwater runoff water quality. Options will include single method or multiple method treatment processes that will achieve the required water quality standards. The options will be developed to the concept level only.
 3. Develop approximate or relative cost analyses of the recommended treatment options.
 4. Prepare draft summary report of study/analysis computations, maps and documents. Present the draft report to WAA and review with staff as required.
 5. Meet with City stormwater management office staff to review draft summary report and obtain design concurrence.
 6. Revise draft report for City and WAA comment and submit final report to WAA.
 7. The following services are not included:
 - a. Design of any of the recommended treatment options. Design will be included as part of other packages.

II. TIME OF SERVICES

- A. CONSULTANT shall commence work on the scope items included in the Supplemental Agreement upon receipt of Authorization to Proceed from the OWNER. Completion of services for these items will be as follows:
1. ASP-29a (Colored Sidewalk)

a. Meet with Airport to present recommendations	two weeks after notice to proceed
b. Incorporate changes into contract documents	two weeks after approval of direction
 2. ASP-29b (Polished Concrete Floors)

a. Meet with Airport to present recommendations	two weeks after notice to proceed
b. Incorporate changes into contract documents	two weeks after approval of direction
 3. ASP-31 (Stormwater Study)

a. Complete study and prepare draft report	six weeks after notice to proceed
b. WAA and City staff review	two weeks
c. Finalize report	two weeks

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

- A. Payment to the CONSULTANT for the performance of the professional services as outlined in Sections I.A and I.B of this Supplemental Agreement, for the Colored Sidewalk and Polished Concrete Floors, shall be made on the basis of a lump sum for the amount of \$ 8,978, based on the fee schedule in Section III.C.

B. Payment to the CONSULTANT for the performance of the professional services as outlined in Section I.C of this Supplemental Agreement, for the Stormwater Study, shall be made on the basis of actual costs plus a fixed fee of \$395; the total including reimbursable expenses shall not exceed \$10,428. Payment to sub-consultants shall also be made on the basis of actual costs plus a fixed fee.

C. Fee schedule:

			<u>Fee Basis</u>	
1. ASP-29a	add	\$5,670	Lump Sum	(Exhibit SA14-A)
2. ASP-29b	add	\$3,308	Lump Sum	(Exhibit SA14-B)
3. ASP-31	add	\$10,428	Not to Exceed	(Exhibit SA14-C)

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS


By: _____
Karen Sublett, City Clerk

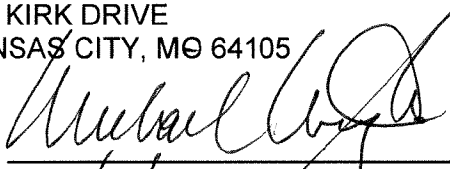
By: _____
Carl Brewer, President
"OWNER"

By: 
Victor White, Director of Airports

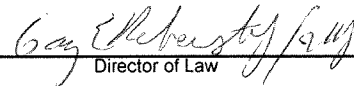
ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: 
Title: Sr Project Manager

By: 
Title: 4/8/2011

APPROVED AS TO FORM:


Director of Law

Date: 4-14-11

ATTACHMENTS:

Exhibit SA14-A - ASP-29a, dated 4/1/11
Exhibit SA14-B - ASP-29b, dated 4/1/11
Exhibit SA14-C - ASP-31, dated 4/5/11

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture

4/1/2011

Additional Scope For Package 6a
Additional Services Request No. 29a
HNTB Project 34912-DS-007

1. Direct Salary Costs

	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	30	\$45.05	\$1,351

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	147.85%		\$1,998
-----------------------------------	---------	--	---------

3. Total Labor Cost - Subtotal of Items 1 and 2

\$3,349
4. Fixed Fee

15.00%	\$502
--------	-------

5. Subtotal of Items 3 and 4

\$3,851
6. Direct Non-Salary Expenses

Transportation and Subsistence	0.00	
Printing and Deliveries	50.00	
Other Expenses	0.00	
Total Direct Non-salary Expenses		\$50

7. Subtotal of Items 5 and 6

\$3,901
8. Subconsultant Costs

Landworks	1,100	
PEC	0	
GLMV Architects	669	
		1,769

Total Proposed Lump Sum Cost

5,670

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture

4/1/2011

Polished Concrete Floors
Additional Services Request No. 29b (rev 1)
HNTB Project 34912-DS-007

1. Direct Salary Costs

	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	20	\$47.89	\$958

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	147.85%		\$1,416
-----------------------------------	---------	--	---------

3. Total Labor Cost - Subtotal of Items 1 and 2

\$2,374
4. Fixed Fee

15.00%		\$356
--------	--	-------

5. Subtotal of Items 3 and 4

\$2,730
6. Direct Non-Salary Expenses

Transportation and Subsistence		0.00	
Printing and Deliveries		50.00	
Other Expenses		0.00	
Total Direct Non-salary Expenses			\$50

7. Subtotal of Items 5 and 6

\$2,780
8. Subconsultant Costs

GLMV Architects		528	
-----------------	--	-----	--

528

Total Proposed Lump Sum Cost

3,308

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture

4/5/2011

Stormwater Quality Study for Terminal Building
Additional Services Request No. 31
HNTB Project 34912-DS-007

1. Direct Salary Costs			
	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	19	\$55.93	\$1,063
2. Labor and General & Administrative Overhead			
Percentage of Direct Salary Costs	147.85%		\$1,571
3. Total Labor Cost - Subtotal of Items 1 and 2			<hr/> \$2,634
4. Fixed Fee			
	15.00%		\$395
5. Subtotal of Items 3 and 4			<hr/> \$3,029
6. Direct Non-Salary Expenses			
Transportation and Subsistence		0.00	
Printing and Deliveries		50.00	
Other Expenses		0.00	
Total Direct Non-salary Expenses			\$50
7. Subtotal of Items 5 and 6			<hr/> \$3,079
8. Subconsultant Costs			
PEC		7,349	
			<hr/> 7,349
Total Proposed Not to Exceed Cost			<hr/> 10,428

RECEIVED

APR 11 2011

AIRPORTENGINEERING